



Operated for the U.S. Department of Energy by Stanford University

Purchasing Department
2575 Sand Hill Road, MS: 01, Rm 1256
Menlo Park, CA 94025
PH: (650) 926-2864

April 6, 2017

To Supplier:

Subject: Request for Proposal No. 273039
Firm Fixed Price – Installation Rigging

You are invited to submit a firm-fixed-price proposal covering the requirements of the attached Statement of Work in accordance with the proposal preparation requirements and other applicable provided documents. **Your proposal must be received not later than COB Wednesday, April 26, 2017, 5:00 PM PST or sooner, and be valid for 120 days from that date.**

Proposals shall be submitted in the specified formats in Section L of the model subcontract and shall clearly demonstrate compliance to the requirements in this document package. All proposals shall be sent via email, and must be marked and include the number as identified subject above, with the Technical Proposal separate from the Business Proposal. Any omissions or deviations may be cause for rejection of the proposal. It is important that all the information outlined and required in this solicitation be included with your proposal to permit adequate evaluation.

Your firm-fixed-price proposal shall include the documents as noted in Section L, Instructions to Offerors. Please make certain your submitted proposal includes the following documents:

1. Section A – Subcontract Award Form
2. Section B – Supplier or Services and Price/Costs
3. Section F – Delivery Schedule
4. Section J - Attachments
5. Section K – Representations and Certifications

Proposals shall be signed by an authorized representative of the offeror and emailed to:

danmc@slac.stanford.edu

Requests for clarification on the contents of this RFP are to be sent, in writing, to my attention. All communications regarding this RFP shall be sent to the Procurement Specialist-LCLS II, who is the sole point of contact for the duration of this solicitation. Communications or contact with any other SLAC employee or contractor regarding this RFP is grounds for disqualification.

Sincerely,

A handwritten signature in blue ink that reads "Dan McCloskey".

Dan McCloskey
Senior Procurement Specialist - LCLS II

SUBCONTRACT

Section A – Subcontract Form					
1. Subcontract Number: TBD			3. Type of Subcontract: Firm Fixed Price		
2a. Solicitation Number: 273039		2b. Offers Due By (Date): April 26, 2017		2c. Offers Due By (Time): 5:00 pm PST	
4a. Subcontract Administrator: Dan McCloskey		4b. Email Address: Danmc@slac.stanford.edu		4c. Telephone: 650-926-2864	4d. Fax: 650-926-3063
5. Issued By: The Board of Trustees of the Leland Stanford, Jr. University as Manager Operator of SLAC National Accelerator Laboratory (SLAC) 2575 Sand Hill Road Menlo Park, CA 94025			6. Submit Invoices To: SLAC National Accelerator Laboratory Accounts Payable 2575 Sand Hill Road Menlo Park, CA 94025 Bldg. 041, M/S: 85		
7. Name and Address of Seller: TBD			8. Project Site: SLAC National Accelerator Laboratory 2575 Sand Hill Road Menlo Park, CA 94025		
9. TABLE OF CONTENTS					
(X)	Sec	Description	(X)	Sec	Description
<input checked="" type="checkbox"/>	A	Subcontract Award Form	<input checked="" type="checkbox"/>	H	Special Terms and Conditions
<input checked="" type="checkbox"/>	B	Supplies or Services and Prices/Costs	<input type="checkbox"/>	I	Specific Subcontract Clauses
<input checked="" type="checkbox"/>	C	Specifications/Statement of Work	<input checked="" type="checkbox"/>	J	List of Attachments
<input type="checkbox"/>	D	Delivery, Shipping, Packing	<input checked="" type="checkbox"/>	K	Representations and Certifications
<input type="checkbox"/>	E	Inspections and Acceptance	<input checked="" type="checkbox"/>	L	Instructions to Offerors
<input checked="" type="checkbox"/>	F	Deliveries or Performance	<input checked="" type="checkbox"/>	M	Evaluation Factors for Award
<input checked="" type="checkbox"/>	G	General Terms and Conditions	<input type="checkbox"/>		
10. Brief description of supplies or services being acquired: Installation Rigging- per all documents referenced under Statement of Work-Section C					
11. Total Amount of Subcontract: See Section B for Total Amount of Subcontract					
12. Negotiated Agreement. The subcontractor agrees to furnish and deliver the items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this subcontract. The rights and obligations of the parties to this subcontract shall be governed by (a) this subcontract award, (b) the solicitation, and (c) the clauses, terms and conditions, representations, certifications, and specifications incorporated by reference in or attached to this contract.			13. Award. The Board of Trustees of the Leland Stanford, Jr. University, SLAC National Accelerator Laboratory accepts your offer dated _____ on this solicitation identified in item 2 above as reflected in this subcontract are subject to and governed by (a) this subcontract award, (b) the solicitation, and (c) the clauses, terms and conditions, representations, certifications, and specifications incorporated by reference in or attached to this contract.		
<input checked="" type="checkbox"/> Seller is required to sign and return a copy of this document (Check if applicable)			The Board of Trustees of the Leland Stanford, Jr. University as Manager Operator of SLAC National Accelerator Laboratory (SLAC)		
12b. Signature of person authorized to sign for seller:			13b. Signature of person authorized to sign:		
12c. Name of Signer:			13c. Name of Signer: Howard Wilson		
12d. Title of Signer:			13d. Title of Signer: Procurement Team Lead, LCLS II		
12e. Date:			13e. Date:		

SUPPLY CHAIN MANAGEMENT
Section B – Supplies or Services and Prices

SLIN NO. 1	SERVICES	(A) QUANTITY	(B) UNIT OF MEASURE	(C) TOTAL PRICE
1	Rigging Plan	1	LOT	\$ _____
			Total (SLIN NO. 1):	\$ _____

SLIN NO. 2	SERVICES	(A) QUANTITY	(B) UNIT OF MEASURE	(C) UNIT PRICE	(D) TOTAL PRICE (AxC)
2	Rigging Dolly Design and Fabrication	4 (2 SETS)	EA	\$ _____	\$ _____
				Total (SLIN NO. 2):	\$ _____

SLIN NO. 3	SUPPLIES/SERVICES (LABOR AND MATERIAL)	(A) AMOUNT OF CRYOMODULES	(B) UNIT OF MEASURE	(C) COST PER TRIP	(D) TOTAL PRICE (A X C)
3	Unloading, Moving, and Securing Cryomodules (Initial delivery of 37 cryomodules to either Sector 10 Adit, Heavy Fabrication Building: Building 26, or End- Station-A: Building 61. See Section 4 of Statement of Work)	37	EACH	\$ _____	\$ _____
				Total (SLIN NO. 3):	\$ _____

SLIN NO. 4	SUPPLIES/SERVICES (LABOR AND MATERIAL)	(A) ESTIMATED AMOUNT OF CRYOMODULES	(B) UNIT OF MEASURE	(c) TOTAL PRICE
4	Moving and Installation of Cryomodules within SLAC Linac tunnel (Cryomodules to be moved from the Sector 10 Adit to their installation location in the Linac tunnel. See Section 5 of Statement of Work).	37	EACH	\$_____
Total (SLIN NO. 4):				\$_____

SLIN NO. 5	SUPPLIES/SERVICES (LABOR AND MATERIAL)	(A) TOTAL PER CRYOMODULE (10)	(B) TOTAL PRICE (10 X A)
5	Site-Wide Transport of estimated 10 cryomodules (includes un-securing, moving, loading, unloading, and re-securing of a cryomodule when moved between any combination of the SLAC Sector 10 Adit, Heavy Fabrication Building: Building 26, or End-Station-A: Building 61. See Section 6 of Statement of Work)	\$_____	\$_____
Total (SLIN NO. 5):			\$_____

SLIN NO. 6	SUPPLIES/SERVICES (LABOR AND MATERIAL)	(A) QUANTITY	(B) UNIT OF MEASURE	(C) TOTAL PRICE
6	Rail System Design and Installation (Rail in Linac tunnel to ensure cryomodules, under transport, do not contact walls, other installed cryomodules, or other equipment. See Section 7 of Statement of Work).	1	LOT	\$_____

TOTAL SUBCONTRACT VALUE	
(SUM OF SLINS 1-6):	\$_____

ECCN# (if applicable):	
Item No.	
Payment Terms will be Net 30 Unless Otherwise Stated:	
Business Size:	<input type="checkbox"/> Small <input type="checkbox"/> Large
DUNS Number:	
GSA Schedule No. (if applicable)	
Discounts (if applicable) [Educational, University, Quantity, etc]	

SUPPLY CHAIN MANAGEMENT**Section C – Statement of Work**


In strict accordance with the following documents;

1. SLAC Statement of Work (SOW) LCLSII-2.4-SW-0877-R2 Installation Rigging, total of 13 pages

Exceptions:

Remove the word “Option” from Sections 2-7 of the Statement of Work.

Disregard proposed schedule in Section 11 of the Statement of Work. Bidders to propose best available delivery dates in Section F of the RFP.

	Statement of Work	
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	Document Number: LCLSII-2.4-SW-0877-R2	Page 1 of 13

Document Approval:

Date Approved


Originator: Robert Coy, LCLS-II Integration Engineer	<i>Email Approval</i>	2/23/2017
Approver: Karen Fant, Linac Systems Manager	<i>K. Fant</i>	2/23/2017
Approver: Jim Healy, LCLS-II ES&H Representative	<i>J. Healy</i>	23 Feb 2017
Approver: Darren Marsh, Quality Assurance	<i>D. Marsh</i>	2/28/17

Revision History

Revision	Date Released	Description of Change
R2	2/28/2017	Updated number of options, minor edits
R1	2/15/2017	Updated Option numbers and reorder.
R0	1/5/2017	Original Release.

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1 Services

This Statement of Work defines support services to SLAC for rigging and moving of cryomodules from truck delivery at SLAC to their operational position in the Linac tunnel. SLAC anticipates delivery of 37 cryomodules (35 pieces of the 1.3 GHz configuration and 2 pieces of the 3.9 GHz configuration) over approximately 18-month time period beginning June 2017. Options are included for Planning, Rigging Dolly Design/Fabrication, Rigging Labor, and Tunnel Rail System Design/Installation.

2 Plan for Work – Option 1

Supplier of Work shall develop a plan for executing all requirements and demonstrate ability to complete all aspects of the equipment move. Included, shall be preliminary level design of hardware, including: method and location of attachment to cryomodules, lifting systems, wheel sizes and locations, method for control of shock loads, specific type of guides or rails, method and location of rail attachment, and technique for limiting risk of collision. Rigging Labor plan shall include number and qualifications of staff needed, anticipated schedule of activities for each occurrence of work, as well as sample lift plans and traffic/logistics plan for areas of work. Supplier to propose number of dolly sets required to support execution of all options.

3 Rigging Dolly Design and Fabrication – Option 2

3.1 Specialized rigging equipment is needed to receive, move, and position cryomodules following delivery at SLAC. Supplier of Work deliverables shall include dolly design drawings, support calculations and modeling, and and fabrication of dolly sets in quantity proposed option 1 After completion of installation of 37 cryomodules the dolly sets will convert to SLAC property.

3.2 General Specifications

3.2.1 Equipment is required for movement and placement of LCLS-II cryomodules. It is anticipated this will take the form of wheeled dollies.

3.2.2 Dollies shall be designed and fabricated to comply with ASME B30.1-2009.

3.2.3 The detailed cryomodule design for 1.3 GHz configuration is available in FNAL drawing F10009945. Relevant design criteria are:

3.2.3.1 Design Weight: 10 US Tons

3.2.3.2 Expected Mass: 8915 kg

3.2.3.3 Length: 12.2 meters


3.2.3.4 Width: 1.4 meters

3.2.3.5 Height (typical): 1.5 meters

3.2.3.6 Height (max): 1.75 meters

3.2.3.7 Vacuum Vessel Diameter: 965 mm

3.2.3.8 Cryomodule centroid: -12.8, 263.4, -507.7 mm. Datum located at intersection of center post and beamline.

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3.2.4 The detailed cryomodule design for 3.9 GHz configuration is available in FNAL drawing F10014857. Relevant design criteria are:

3.2.4.1 Design Weight: 6.5 US Tons

3.2.4.2 Expected Mass: 5398 kg

3.2.4.3 Length: 6.5 meters

3.2.4.4 Width: 1.45 meters

3.2.4.5 Height (typical): 1.6 meters

3.2.4.6 Height (max): 1.75 meters

3.2.4.7 Vacuum Vessel Diameter: 965 mm

3.2.4.8 Cryomodule centroid: 10.8, 172.0, 1414.4 mm. Datum located at intersection of center post and beamline.

3.2.5 Dollies will need to receive a cryomodule during offloading from a truck and then transport it to the operational location, as defined in Section 4.

3.2.5.1 Cryomodule offloading from a truck will be completed using an overhead crane with Cryomodule Girder 10 t Assembly (FNAL drawing 5525-ME-443525).

3.2.5.2 Primary location for cryomodule unloading is expected to be the Sector 10 Adit. At this location, a 30-foot by 55-foot concrete pad and overhead crane will be available.

3.2.5.3 From the Sector 10 Adit, transportation through the SLAC housing will require the cryomodules to be moved 300-1000 meters.

3.2.5.4 Transportation will be through the SLAC housing with various ongoing equipment installation. The design shall utilize only a 60 inch “stay-clear” aisle for the movement of the equipment.

3.2.5.5 The SLAC housing is constructed with concrete floors. Original construction dates to the 1960’s. Embedded rails, concrete seams, and similar obstacles are to be expected.

3.2.6 At the operational location, dollies shall allow final positioning of cryomodules on their support assembly.


3.2.6.1 The detailed cryomodule support assembly is available in FNAL drawing F10063423. Relevant design criteria are:

3.2.6.2 Nominal Height: 42 cm

3.2.6.3 Footprint: 76 x 105.5 cm

3.2.6.4 A nominally 10 cm grout pedestal will be located at the base of the support assembly.

3.2.7 Cryomodule height control on the dollies is required to lift then lower cryomodules onto the support assembly.

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3.2.8 Dolly design shall limit shock loads to cryomodules. Maximum acceleration experienced shall be limited to 1.5 g verticle load, and 0.67 g side load.

3.2.9 Protective action shall be taken to avoid impact of exposed items including exposed cabling, brackets and supports, cryogenic and vacuum valves, waveguides and couplers, and piping ends.

3.2.10 Dolly design shall limit cryomodules to tilting more than 15 deg in pitch, and 5 deg in roll.

3.2.11 SLAC ES&H Manual requirements must be satisfied by the design to ensure safety of workers.

3.3 Fabrication Requirements:

3.3.1 Dimensional conformance: Supplier of Work is responsible for confirmation of dimensional conformance on fabricated parts. Dimensional variances shall be maintained within design specified tolerances.

3.3.2 Materials: The materials used in the fabrication of component parts shall conform to the specifications in the associated drawings. It is the responsibility of the Supplier of Work to ensure that all materials used can be traced to stated specifications. Before any welding or painting, all parts must be degreased with soap and water, followed by a thorough rinse.

3.3.3 Welding: All welds shall be in accordance with the latest revision of AWS D1, as appropriate to the material. All fillet welds shall be smooth for cosmetic appearance.

4 Rigging Labor (Delivery) – Option 3

4.1 The Supplier of Work shall provide services defined services (Delivery Team, Site-Wide Transport Team, Tunnel Installation Team) available 15 June 2017 through 31 December 2019. Supplier of Work is responsible for the labor, tools, equipment, and materials needed for the rigging and moving of cryomodules, except as specifically noted herein. Cryomodule design parameters are the same as noted in the Rigging Dolly Section 3. Supplier of Work will need to provide Lift Plans for all lifts. Traffic/Logistics access plans will need to be provided and integrated into the LCLS-II Constuction Access Plan.

4.2 **Delivery team:** Supplier of Work shall provide one team for the unloading, moving, and securing of a cryomodule at initial delivery. Cryomodules will be delivered by a truck to either the SLAC Sector 10 Adit (Figure-1), Heavy Fabrication Building: Building 26 (Figure-2), or End-Station-A: Building 61(Figure-2).

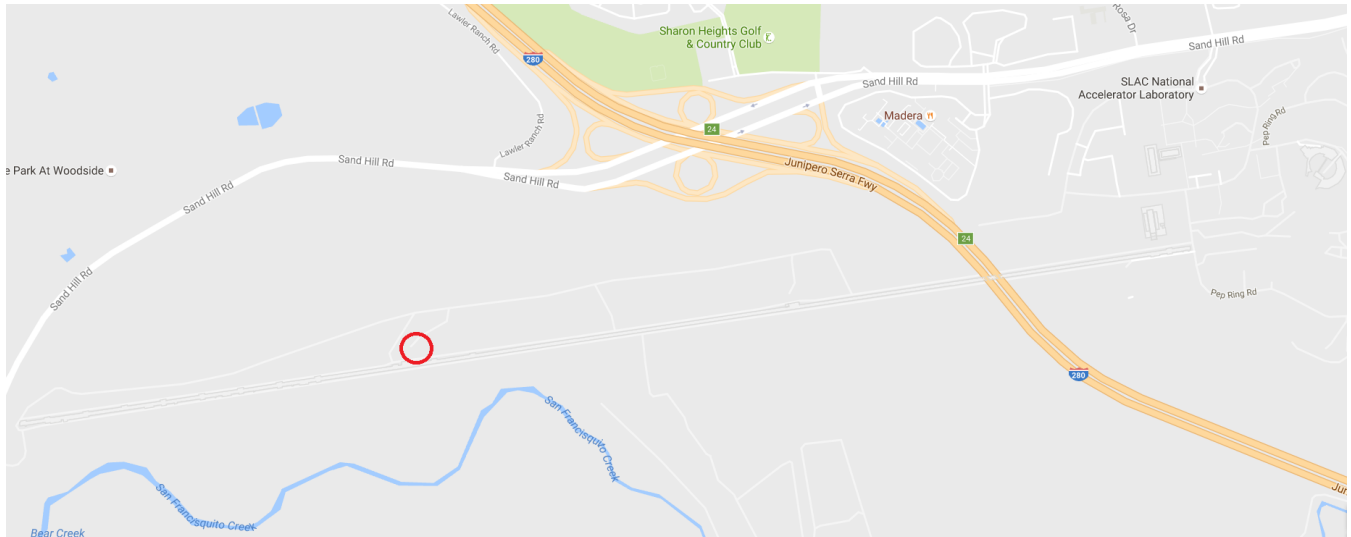


Figure-1: Sector 10 Adit Location

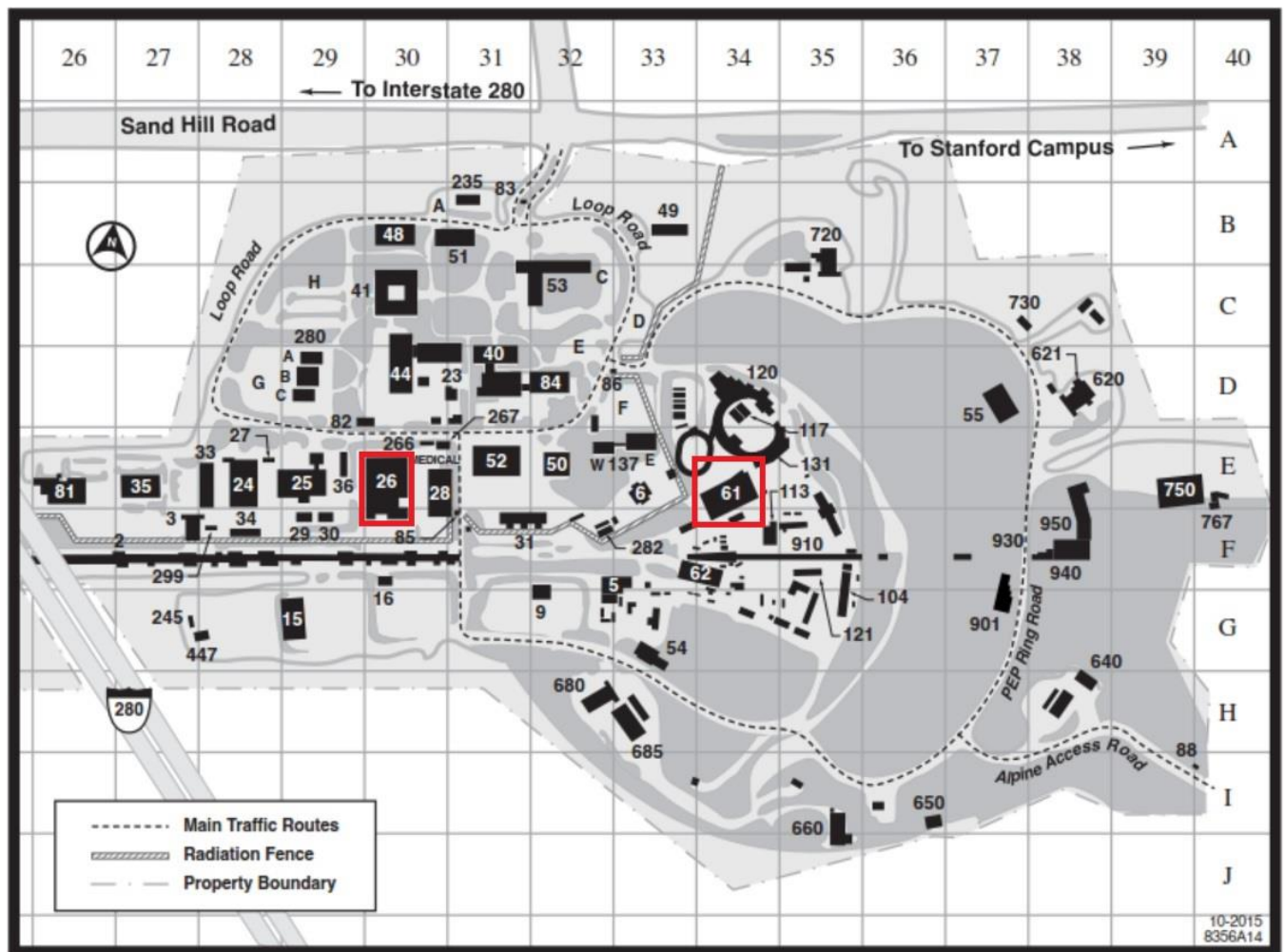



Figure-2: Heavy Fabrication Building and End-Station-A location.

4.2.1 Delivery team responsibilities shall include the following:

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- 4.2.1.1 Removal of semi-trailer enclosure. Trailer will be a flat-bed truck with a removable enclosure similar to Figure-3. Enclosure will be removed to allow vertical lifting of cryomodule from truck.



Figure-3: Similar enclosure to semi-trailer for cryomodule.

- 4.2.1.2 Lifting Girder attachment. Lifting girder will be collected on the SLAC site, delivered to the work location, lifted with an overhead crane, and secured to the cryomodule. Lifting girder will be similar to Figure-4 and will be supplied by SLAC. One member of team must be a qualified rigger. At all three delivery locations, an overhead crane with a capacity greater than 15-ton and a hook height greater than 20 feet will be available. One member of the rigging team shall be qualified to operate cranes onsite (NCCCO overhead crane certification). One additional member of the rigging team shall be qualified as a signalperson. Evidence of these certifications will be provided to SLAC prior to work being performed.



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Figure-4: Lifting Girder

- 4.2.1.3 Unload cryomodule from semi-trailer. Cryomodule attachments to the transport frame will be removed. Lifting girder assembly will then be used to lift the cryomodule from cryomodule transport frame. Details are included in the Cryomodule Receiving and Storage Plan. Special attention is necessary to ensure the cryomodule is not tilted more than 15° in pitch, or rotated 5° in roll. The custom lifting girder is designed with an adjustable lift point to help with load balancing. Shock loads must be minimized to less than 1.5 g in all axes when the shipping end caps are installed. The Cryomodule Receiving, Acceptance, Storage, and Installation Requirements has full details. A detailed lift plan will be required prior to the lifting of the cryomodules.
- 4.2.1.4 Position cryomodule on stands. In the Heavy Fabrication Building and End-Station-A, cryomodule can be directly positioned on stands from the overhead crane. In the Sector 10 Adit, the crane will not cover the location of stands. Cryomodules will need to be positioned on dollies, and transported to the location of stands. Cryomoduledolly design is covered in Section 3.. After lowering onto stands, cryomodules will be bolted in place. Cryomodule stands installation will be the responsibility of SLAC.
- 4.2.1.5 Load semi-trailer and replace enclosure. Shipping end caps and associated hardware will be loaded back onto the semi-trailer, and the trailer enclosure shall be replaced.

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- 4.2.2 Delivery team shall be composed of at least 2 workers. One worker shall be specially qualified on the rigging and handling of LCLS-II cryomodules by SLAC LCLS-II representative.
- 4.2.3 SLAC expects delivery of 37 cryomodules between over approximately an 18-month time period beginning June 2017. We expect some of these dates to change and can only provide estimates at this time. Supplier of Work shall be given a minimum of 3 working days' notice from SLAC of the actual work days for the delivery team. On this day, efforts will be made to ensure truck arrival is between 8am and 12pm, but this cannot be guaranteed. All 37 cryomodule deliveries will occur on separate dates, and are expected to take approximately 4 hours to complete.


5 Rigging Labor (Tunnel) – Option 4

- 5.1 **Tunnel Installation Team:** One team shall be available for the moving and installation of the cryomodules within the SLAC Linac tunnel. Cryomodules will be moved from the Sector 10 Adit to their installation location (Figure-4). Installation locations will be distributed over the most westerly 0.5 miles of the SLAC Linac housing. Moving distance will be between 0.2-0.75 miles.



Figure-4: Cryomodule installation location in Linac tunnel

- 5.1.1 Tunnel Installation Team responsibilities shall include:
- 5.1.1.1 Un-securing cryomodule from storage bases. Same requirements as above.

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- 5.1.1.2 Moving cryomodules to installation location. Cryomodule will need to be positioned on dollies, and transported to location of stands. Cryomodule dollies are detailed in Rigging Support Statement of Work. During moving, utmost care must be exercised to ensure cryomodules are not damaged or experience excessive shock loads. Without shipping end caps, shock loads must be minimized to less than 1.5 g vertical load and less than 0.67 g side load.
- 5.1.1.3 Position cryomodule on stands. Same requirements as above.
- 5.1.1.4 Removal of transport equipment from SLAC Linac tunnel.
- 5.1.2 SLAC Linac tunnel is a tight working space and there is limited space for moving cryomodules. A 60 inch "Stay Clear" aisle is allocated to allow space for moving cryomodules (Figure-5). Cryomodules must be maintained in this space at all times.

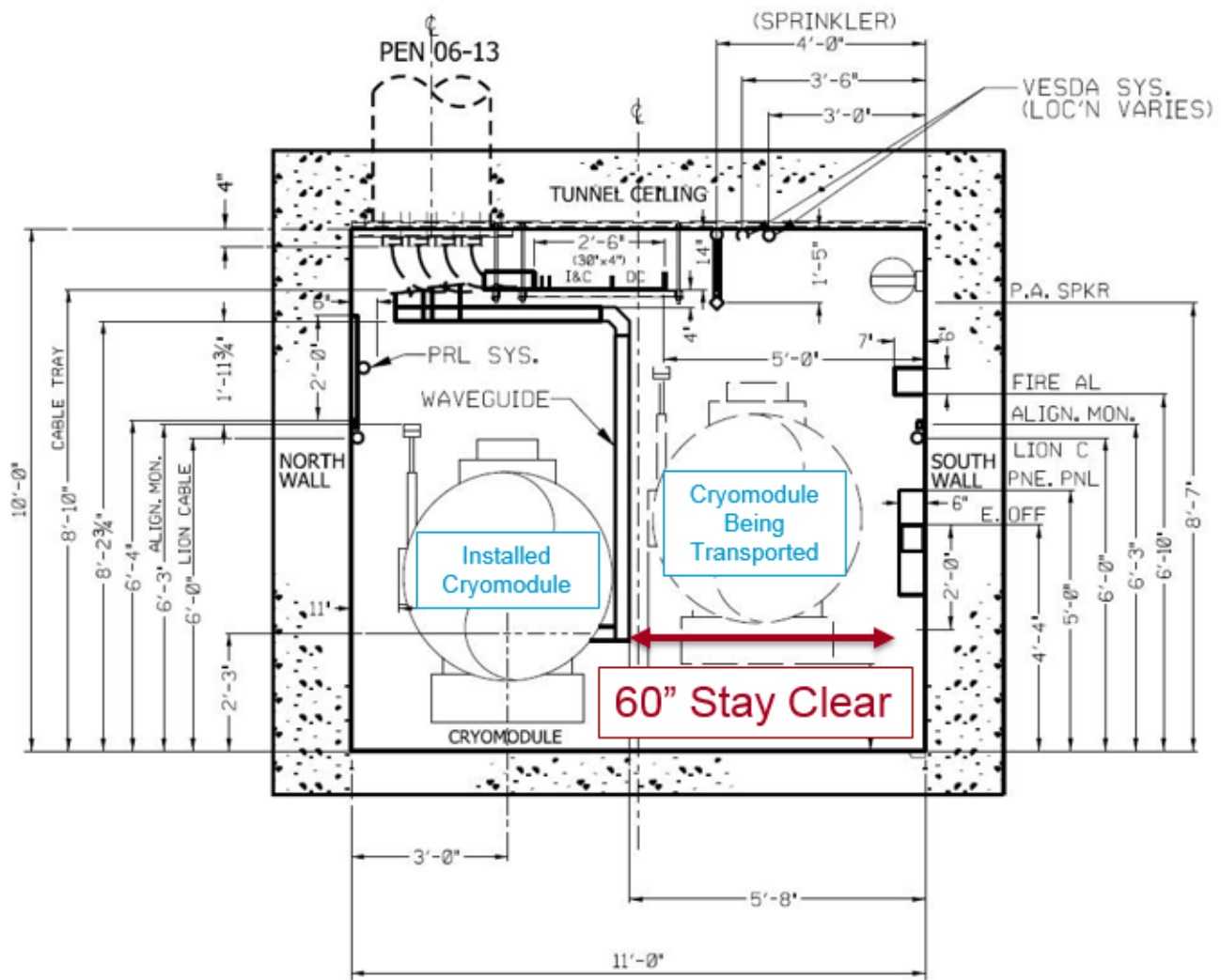



Figure-5: Cross section of SLAC Linac tunnel. 60 inch stay clear is only space to move cryomodule.


- 5.1.3 Due to safety and functional concerns with the tight space, mechanical assistance for moving cryomodules will be required. Equipment shall be furnished by the Supplier of Work. A demonstration of feasibility will be required.

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- 5.1.4 Tunnel Installation team shall be composed of at least 3 workers. One worker shall be specially qualified on the rigging and handling of LCLS-II cryomodules by a SLAC LCLS-II representative.
- 5.1.5 SLAC expects installing of 37 cryomodules roughly three weeks after delivery. As with delivery, advanced notice of cryomodule installation date is not possible. Supplier of Work shall be given a minimum of 3 working days' notice from SLAC of the actual work days for the delivery team. Work times on this day can be scheduled at a mutually convenient time between 7am and 4pm. Cryomodule tunnel installation will be scheduled so two cryomodules are installed per day, and are expected to take 4-5 hours each.

6 Rigging Labor (Site-wide Transport) – Option 5

- 6.1 **Site-wide Transport Team:** One team shall be available for the un-securing, moving, loading, unloading, and re-securing of a cryomodule when moved between any combination of the SLAC Sector 10 Adit (Figure-1), Heavy Fabrication Building: Building 26 (Figure-2), or End-Station-A: Building 61(Figure-2).
- 6.1.1 Site-wide Transport Team responsibilities shall include:
- 6.1.1.1 Lifting Girder attachment. Same requirement as above.
- 6.1.1.2 Un-securing cryomodule from stands. Removal of bolts securing in place.
- 6.1.1.3 Load cryomodule onto semi-trailer. Depending on availability semi-trailer with cryomodule transport frame or regular flat-bed truck will be used. Truck, semi-trailer, and driver will be supplied by SLAC. While loading, special attention is necessary to ensure the cryomodule is not tilted more than 15° in pitch, or rotated 5° in roll. The custom lifting girder is designed with an adjustable lift point to help with load balancing. Without shipping end caps, shock loads must be minimized to less than 1.5 g vertical load and less than 0.67 g side load.
- 6.1.1.4 Unload cryomodule from semi-trailer. Same requirements as above.
- 6.1.1.5 Position cryomodule on stands. Same requirements as above.
- 6.1.2 Site-wide transport team shall be composed of at least 2 workers. One worker shall be specially qualified on the rigging and handling of LCLS-II cryomodules by SLAC LCLS-II representative.
- 6.1.3 Site-wide transport needs and schedules cannot be predicted at this time. Supplier of Work shall be given a minimum of 3 working days' notice from SLAC of the need for transport. Work times on this day can be scheduled at a mutually convenient time between 7am and 4pm. Cryomodule site-wide transport is expected to be required for 10 cryomodules. Cryomodule site-wide transport will be scheduled so two cryomodules are moved per day, and are expected to take 4-5 hours each.

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7 Tunnel Rail System Design and Installation – Option 6

7.1 Equipment and an installation team shall be provided for a rail system in the SLAC Linac tunnel to ensure cryomodules under transport do not contact walls, other installed cryomodules, or other equipment. Rail system shall run for approximately 0.75 mile from Sector 10 Adit to final cryomodule installation location (Figure-4). Supplier of Work deliverables shall include rail design drawings, fabrication or procurement of rail system equipment, and labor for installation and removal of rail system. After completion of installation of 37 cryomodules the rail system will convert to SLAC property.

7.2 .

7.3 Tunnel rail responsibilities shall include:

7.3.1.1 Engineering services for design of rail system.

7.3.1.2 Providing equipment for a rail system running from the Sector 10 Adit to the furthest cryomodules installation location (estimated distance of 3500 feet).

7.3.1.3 Labor for the installation of the rail system, including: drilling holes for attachment (as needed), transport to installation location, physical attachment.

7.3.1.4 Labor for removal of rail system.

Labor for installation of the rail system shall be arranged to accommodate schedule restrictions provided by SLAC. Scheduled work times must be agreed in advance with SLAC.

8 Safety Considerations:

The SLAC Worker Safety and Health Plan (WSHP) provides the policies and procedures by which SLAC meets its 10 CFR 851 requirements. Supplier of Work will be required to comply with the SLAC WSHP and shall complete the following SLAC training prior to arrival at SLAC. Most courses are available online. The courses can be completed prior to the employee's arrival at SLAC. Additional employee information will be required to obtain a SLAC identification number. Allow 1 work day to process. The courses can also be taken at SLAC upon the employees' arrival; with prior arrangement with the SLAC Point of Contact (POC).


1 - Course #375 - Construction Safety Orientation

Training Supplier of Work will supply their employees with any company required personal protective equipment to complete the work described in this SOW.

Near the end of the project, workers may be required to complete SLAC training for Radiation Workers. Necessary courses will be determined based on the nature of work. It is expected this training will take less than 2 hours on the SLAC site.

9 Badging/Site Access:

Supplier of Work employees at SLAC will be issued a SLAC badge that indicates their successful completion of training. The badge is required to be returned to the SLAC POC prior to their departure from SLAC. A financial penalty is assessed for each SLAC badge that has not been returned to the POC. Employees will be required to be escorted when in areas besides those open to the public at SLAC. Prior to the training, Supplier of Work shall provide SLAC a copy of their Cal/OSHA Workplace Injury and Illness Prevention Program and complete a SLAC Safety Qualification Form. Included is the

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evidence of training that Supplier of Work provides for their employees on their corporate safety program.

At the end of each month, Supplier of Work shall provide SLAC a summary of all time their employees spent on the SLAC site. Forms and schedule will be provided.


10 Scope of Work and Deliverables:

The Supplier of Work shall provide the following deliverables:

- 10.1 **Rigging Plan:** Supplier or Work shall provide a plan to execute all requirements as noted in Section 2.
- 10.2 **Dolly Design Drawings:** Full details drawing and solid models necessary for dolly fabrication should be supplied.
- 10.3 **Dolly Support Calculations and Models:** Calculation and models necessary to ensure conformance with the requirements shall be supplied. Special attention shall be directed to confirmation of components necessary for safety, and limiting shock to defined values.
- 10.4 **Fabrication of Dollies:** One dolly or set of dollies necessary for moving a cryomodule shall be delivered to SLAC as part of this Statement of Work. This unit will be used for testing and procedure verification. Remaining dolly sets will be delivered as required to meet installation schedule.
- 10.5 **Rail Design Drawings:** Full detail drawings and solid models necessary for fabrication and installation of rail system shall be supplied.
- 10.6 **Tunnel Transport and Rail Demonstration:** Prior to moving an actual cryomodule, a demonstration of feasibility of rail system, dollies, and mechanical moving assistance shall be required. SLAC will provide a simulated cryomodule for the test.
- 10.7 **Delivery Team:** Labor, tools, equipment, and materials for cryomodule delivery.
- 10.8 **Site-wide Transport Team:** Labor, tools, equipment, and materials for cryomodule transport within the SLAC site.
- 10.9 **Tunnel Rail System:** Design service, rail system equipment, as well as labor, tools, equipment, and materials for installation and removal.
- 10.10 **Tunnel Installation Team:** Labor, tools, equipment, and materials for cryomodule tunnel installation.

11 Schedule

Rigging Plan	Completed within 4 weeks from receipt of award
Dolly Design Drawings	Completed within 2 months from receipt of award
Dolly Support Calculations and Models	Completed within 2 months from receipt of award
Fabrication of Dollies	Completed within 4 months from receipt of award
Rail Design Drawings	Completed within 2 months from receipt of award
Tunnel Transport and Rail Demonstration	Completed at a mutually agreed upon time, not before

	Statement of Work	
	Document Title: Installation Rigging Statement of Work	
	Document Number: LCLSII-2.4-SW-0877-R2	Page 13 of 13

	1 May 2017.
Tunnel Rail System	Completed at a mutually agreed upon time, not before 1 May 2017.
Delivery Team	As needed, 15 June 2017 through 31 December 2019
Site-wide Transport Team	As needed, 15 June 2017 through 31 December 2019
Tunnel Installation Team	As needed, 15 June 2017 through 31 December 2019

12 Reporting Procedure

The Supplier shall provide the Linac Systems team designated representative regular written reports or telephone updates with respect to the work performed.

13 References

LCLSII-4.1-PP-0703	Cryomodule Receiving, Acceptance, Storage, and Installation Requirements
LCLSII-4.1-PP-0700	Cryomodule Receiving and Storage Plan
LCLSII-4.1-SW-0837	Rigging Support Statement of Work
SLAC-I-730-0A21J-022	Hoisting and rigging plan
SLAC-I-730-0A21J-027	Subcontractor Safety Qualification Form
LCLSII-5.2-PP-0645	LCLS-II Contruction Access Plan (CAP)

SUPPLY CHAIN MANAGEMENT
Section F – Deliveries

SLIN NO.	Description	Delivery Date
0001	Rigging Plan	Quote Best Available Delivery Date: _____
0002	Rigging Dolly Design and Fabrication	Dolly Design Drawings: Quote Best Available Delivery Date: _____ Dolly Support Calculations and Models: Quote Best Available Delivery Date: _____ Fabrication of Dollies: Quote Best Available Delivery Date: _____ Rail Design Drawings: Quote Best Available Delivery Date: _____ Tunnel Transport and Rail Demonstration: Quote Best Available Delivery Date: _____
0003	Unloading, Moving, and Securing Cryomodules	As needed, 15 June 2017 through 31 December 2019
0004	Moving and Installation of Cryomodules within SLAC Linac tunnel	As needed, 15 June 2017 through 31 December 2019
0005	Site-Wide Transport of estimated 10 cryomodules	As needed, 15 June 2017 through 31 December 2019
0006	Rail System Design and Installation	Completed at a mutually agreed upon time, not before 1 June 2017.

	Ship To: SLAC National Accelerator Laboratory 2575 Sandhill Road Menlo Park, CA 94025 PO#: TBD FOB: Destination	
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SUPPLY CHAIN MANAGEMENT

Section G – General Terms and Conditions

SLAC National Accelerator Laboratory

Terms and Conditions for Fixed Price Construction Subcontracts and Purchase Orders
Rev May 2016, total of 27 pages.

On Site Supplemental Terms and Conditions for “Non-Green” Services, Rev. December 2016, total of 8
pages.

SLAC NATIONAL ACCELERATOR LABORATORY

Operated for the

U.S. Department of Energy

By

STANFORD UNIVERSITY

GENERAL TERMS AND CONDITIONS

FOR

**FIXED PRICE CONSTRUCTION SUBCONTRACTS AND
PURCHASE ORDERS**

SLAC NATIONAL ACCELERATOR LABORATORY
GENERAL TERMS AND CONDITIONS
FOR
FIXED PRICE CONSTRUCTION SUBCONTRACTS AND PURCHASE ORDERS

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ARTICLE 1 DEFINITIONS

As used throughout this Subcontract, the following terms shall have the meanings set forth below:

- A. "Government" shall mean the United States of America.
- B. "DOE" shall mean the United States Department of Energy.
- C. "Subcontractor" shall mean the entity entering into the Subcontract with the University.
- D. "University" shall mean the Board of Trustees of the Leland Stanford, Jr. University or any duly authorized representative thereof, which is the entity operating and managing the SLAC National Accelerator Laboratory on behalf of DOE under Prime Contract No. DE-AC02-76SF00515.
- E. "SLAC" shall mean the SLAC National Accelerator Laboratory, a federally funded research and development center and National Laboratory operated by the University, which performs basic research for and on behalf of DOE.
- F. Except as otherwise provided in this Subcontract, the term "Sub-Subcontract" includes lower-tier subcontracts and purchase orders under this Subcontract.
- G. "Subcontract Administrator" shall mean the individual specifically designated by the University to make subcontract awards, including issuance of Change Orders affecting the scope of the work, and administer this Subcontract and make related determinations and findings.
- H. "Project Manager (PM)" shall mean the individual specifically designated by the University to monitor the Subcontractor's performance to assure timely compliance with Subcontract requirements including reports to the Subcontract Administrator.
- I. "Field Construction Manager (FCM)" shall mean the individual specifically designated by the University to monitor the technical performance of the Subcontractor and all Sub-Subcontractors, to assure compliance with the technical specifications of the contract.
- J. In technical standards cited in the Contract Documents (defined in Article 2), references in such standards to responsibilities of any party other than the Subcontractor and its Sub-Subcontractors and suppliers are inapplicable to Subcontractor and its Sub-Subcontractors.
- K. Nothing in the Contract Documents or referenced standards shall be construed to establish a contractual relationship between the University or DOE and any Sub-Subcontractor, or to relieve the Subcontractor of full responsibility for compliance with all requirements of the Subcontract.

ARTICLE 2 ORDER OF PRECEDENCE

- A. Any conflict or inconsistency in the Subcontract shall be resolved in accordance with the following order of precedence for the following documents (hereinafter, "Contract Documents"):
 - 1. Face of the Subcontract, Purchase Order, or Task Order, including any special terms and conditions (sometimes, "Section H") thereto.
 - 2. These General Terms and Conditions.
 - 3. Written Specifications, the Statement of Work, and/or attachments and exhibits referenced in this Subcontract. If provided, Division 1 shall take precedence over provisions of other Divisions, Specifications, the Statement of Work, or other attachments.
 - 4. Drawings. In case of conflict within Drawings, large scale drawings (i.e., detail drawings) shall take precedence over small scale drawings (i.e., plan and elevation views).
 - 5. The Subcontractor's signed and final Proposal, for interpretation of this Subcontract only.

ARTICLE 3 FEDERAL CONTRACT CLAUSES INCORPORATED BY REFERENCE

- A. The Federal Acquisition Regulation ("FAR") and Department of Energy Acquisition Regulation ("DEAR") clauses listed below, which are located in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, are incorporated by this reference as a part of the University's Purchase Order or Subcontract (hereinafter

"Subcontract") as prescribed below. As used in the clauses, the term "Contract" shall mean the Subcontract; the term "Contractor" shall mean Subcontractor; the term "subcontractor" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the University, except in FAR clauses 52.214-26, 52.227-1, 52.227-2, 52.227-4, and 52.227-14, and DEAR clause 970.5232-3, in which clauses "Government" shall mean the U. S. Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract DE-AC02-76SF00515 with the University. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

The following clauses apply to all Subcontracts:

FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Jan 2011), if routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system
FAR 52.222-26	EQUAL OPPORTUNITY (APR 2015) (NOTE: DOWNLOAD THE EEO POSTER AT: http://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
FAR 52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICES AND CONSTRUCTION CONTRACTS (SEP 2013)
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALT I (JUL 1995)
FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) (ALTERNATE I)
FAR 52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001)
FAR 52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
FAR 52.223-13	ACQUISITION OF EPEAT® REGISTERED IMAGING EQUIPMENT (JUN 2014)
FAR 52.223-14	ACQUISITION OF EPEAT® REGISTERED TELEVISIONS (JUN 2014)
FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
FAR 52.223-16	ACQUISITION OF EPEAT®-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) ALT 1 (JUN 2014)
FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008), unless the Subcontract will not involve the use of EPA-designated items.
FAR 52.225-8	DUTY-FREE ENTRY (OCT 2010)
FAR 52.225-9	BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAY 2014), unless the materials are acquired from a country with an applicable Trade Agreement above the requisite threshold, then FAR 52.225-11 (FEB 2016)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
FAR 52.227-4	PATENT INDEMNITY – CONSTRUCTION CONTRACTS (DEC 2007) FAR 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014), WITH ALTERNATE V, AND DEAR 927.409 PARAGRAPHS (A) AND (D) (3). . If delivery of limited rights data is required, then add alternate ii with the following five purposes to be added at the end of paragraph (a) of the clause:
	1. EVALUATION BY NON-GOVERNMENT EVALUATORS;
	2. USE (EXCEPT FOR MANUFACTURE) BY OTHER CONTRACTORS PARTICIPATING IN THE GOVERNMENT'S PROGRAM OF WHICH THE SPECIFIC SUBCONTRACTS IS A PART, FOR INFORMATION AND USE IN CONNECTION WITH THE WORK PERFORMED UNDER EACH SUBCONTRACTS;
	3. EMERGENCY REPAIR OR OVERHAUL WORK; AND
	4. RELEASE TO A FOREIGN GOVERNMENT, OR INSTRUMENTALITY THEREOF, AS THE INTERESTS OF THE UNITED STATES GOVERNMENT MAY REQUIRE, FOR INFORMATION OR EVALUATION, OR FOR EMERGENCY REPAIR OR OVERHAUL WORK BY SUCH GOVERNMENT.
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

FAR 52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
FAR 52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
FAR 52.236-12	CLEANING UP (APR 1984)
FAR 52.242-14	SUSPENSION OF WORK (APR 1984)
FAR 52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994) WITH ALTERNATE I (APR 1984).
FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003), if the Subcontract involves international air transportation.
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)
DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002), if “royalties” are paid under the Subcontract by the Subcontractor, or by a Subcontractor at any tier.
DEAR 952.227-82	RIGHTS TO PROPOSAL (APR 1994), if the Subcontract is based on a technical proposal.
DEAR 952.203-70	WHISTLEBLOWER PROTECTION OF SUBCONTRACTOR EMPLOYEES (DEC 2000) if the Subcontract involves any work at a DOE-owned or leased facility.
DEAR 970.5223-1	INTEGRATION OF ENVIRONMENT SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000) (for effort involving complex or hazardous work).
DEAR 952-204-77	COMPUTER SECURITY (AUG 2006)
DEAR 952.211-71	PRIORITIES AND ALLOCATIONS (Atomic Energy) (APR 2008)
DEAR 952.217-70	ACQUISITION OF REAL PROPERTY (MAR 2011)
DEAR 970.5208-1	PRINTING (DEC 2000)
DEAR 952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005). This clause is applicable if the subcontract work involves the risk of public liability which results from a nuclear incident, as defined in the Price Anderson Amendments Act of 2005, and the implementing regulations.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$2,000 OR MORE:

FAR 52.222-5	CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)
FAR 52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014) see the applicable wage determination which is included in the subcontract documents.
FAR 52.222-7	WITHHOLDING OF FUNDS (MAY 2014)
FAR 52.222-8	PAYMENT FOR OVERTIME PREMIUMS (MAY 2014)
FAR 52.222-9	APPRENTICES AND TRAINEES (JUL 2005)
FAR 52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
FAR 52.222-11	SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)
FAR 52.222-12	CONTRACT TERMINATION – DEBARMENT (MAY 2014)
FAR 52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)
FAR 52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
FAR 52.222-15	CERTIFICATION OF ELIGIBILITY (MAY 2014)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$3,000 OR MORE:

FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$10,000 OR MORE:

FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
FAR 52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR
RELATIONS ACT (DEC 2010), if wholly or partially performed in the U.S.
DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (DEC 2000)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS IN EXCESS OF \$15,000:

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$25,000 OR MORE:

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000), if the
Subcontract involves any of the hazardous activities stipulated in 10 CFR 707.2
FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT
AWARDS (OCT 2015)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$30,000 OR MORE:

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING
WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR
DEBARMENT (OCT 2015)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$100,000 OR MORE:

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2015)
FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007), in all subcontracts at any tier expected
to exceed \$100,000
FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (DEC 2007)
FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2010)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS THE SIMPLIFIED ACQUISITION
THRESHOLD DEFINED BY FAR PART 2:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
(SEP 2006). Use Alternate I OCT 1995) if the Subcontract is for "commercial
items".
FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014), excepting para (c)(1).
FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(MAY 2014)
FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (OCT 2010)
FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND
REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER
RIGHTS (APR 2014)
FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME
COMPENSATION (MAY 2014), if the Subcontract involves mechanics or laborers and is
for other than "commercial items".
DEAR 970.5223-7 SUSTAINABLE ACQUISITION PROGRAM (OCT 2010), ALT I FOR
CONSTRUCTION CONTRACTS AND SUBCONTRACTS (OCT 2010), only to first-tier
subcontracts

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$500,000:

DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$700,000:

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -

	MODIFICATIONS (AUG 2011)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010), if cost or pricing data is required.
FAR 52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 2010)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$1,500,000:

FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015), unless the Subcontractor is a small business or there are no subcontracting possibilities.
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THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$5,000,000

FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015), if the Subcontract has a performance period of more than 120 days.
FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

ARTICLE 4 FLOW-DOWN OF SUBCONTRACT PROVISIONS

The Subcontractor shall insert in any Sub-Subcontracts the Articles incorporated by reference under Article 3, "Federal Contract Clauses Incorporated By Reference" and any other Articles in the remainder of this Subcontract, if any of the following conditions are met: (1) a flowdown is expressly required by the University; (2) a flowdown is required by such Articles; (3) a flowdown is appropriate for the Subcontractor to meet its requirements under the Subcontract. The Subcontractor shall also flowdown an Article requiring the Sub-Subcontractors to include such necessary Articles in any Sub-Subcontracts.

ARTICLE 5 UNIVERSITY MONITORING OF THE WORK

- A. The Subcontractor is responsible for performing the work called out herein in a manner fully compliant with all Contract Documents. As an aid to assessing, accepting, and approving the Subcontractor's performance, the work under this Subcontract is subject to monitoring and quality assurance surveillance by the Field Construction Manager (FCM) and/or Project Manager (PM).
- B. The FCM or PM shall not impose tasks or requirements upon the Subcontractor additional to or different from those required by the Contract Documents. The FCM or PM shall provide such technical guidance to the Subcontractor as may be appropriate and reasonable to assure compliance with all specifications, technical requirements, and other obligations of the Subcontract.
- C. Back Charge for Extraordinary Monitoring. The University monitors compliance with Subcontract requirements for its own benefit. Monitoring is performed by the FCM, PM, or other representatives such as safety personnel, inspection and testing vendors, security personnel, and by the Subcontract Administrator.
 1. In the event that subcontract performance is not in accordance with the Subcontract or applicable laws and regulations, the University may incur increased costs for monitoring in order to verify that corrections have been made by the Subcontractor and compliance achieved. The University, at its election, may recover costs of this extraordinary effort by reducing the amount of the Subcontract price as set forth below, in addition to any other remedies available.
 2. Isolated noncompliance. Upon a first (single) occurrence of noncompliance with a Subcontract requirement or applicable law or regulation, the FCM or designee and the Subcontractor's on-site representative shall agree on the correction to be made and the schedule for the correction.

If agreement is not reached the PM or designee and the Subcontractor's on-site representative shall immediately contact the Subcontract Administrator for resolution. Each time the PM or designee checks for compliance, a back charge will apply if compliance has not been achieved, and a revised schedule for correction shall be established. If the PM or designee and the Subcontractor's on-site representative do not agree on the status of compliance, they shall immediately contact the Subcontract Administrator for resolution.
 3. Continuing, repetitive, or multiple noncompliance: In the event of continuing, repetitive, or multiple noncompliance, back charges shall apply during each instance where the PM or designee is required to take action to obtain compliance, including but not limited to assignment of a full-time SLAC inspector to the

project. If the PM or designee and the Subcontractor's on-site representative do not agree on the status of the work, they shall immediately contact the Subcontract Administrator for resolution.

4. Back charges for extraordinary monitoring shall be at the rate of \$100 per hour for a minimum of one hour per incident. Any monetary adjustment by the University for extra monitoring is independent of that which may be otherwise charged against the Subcontractor by any external regulatory or oversight agencies.

ARTICLE 6 SITE INVESTIGATION, REPRESENTATIONS, AND SPECIFICATIONS

- A. The Subcontractor acknowledges that it has satisfied itself as to the nature and location of the work; the general and local conditions, particularly those bearing upon work hazards and safety, transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, and similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters upon which information is reasonably obtainable and which can in any way affect the work or the cost thereof under this Subcontract. The Subcontractor further acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, from exploratory work done by the University, as well as from information presented by the drawings and specifications made a part of this Subcontract.
- B. Any failure by the Subcontractor to acquaint itself with all of the available information will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the work. The University assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the execution of this Subcontract, unless (1) such understanding or representations are expressly stated in the Subcontract, and (2) the Subcontract expressly provides that the responsibility therefore is assumed by the University.
- C. Should the Contract Documents and Subcontractor's reasonable inspection in accordance with Subparagraph A not adequately convey the actual physical or operating conditions expected to be encountered in the execution of the Work of this Subcontract, it shall be the responsibility of the Subcontractor to so advise the University. Such advice shall be in writing and shall be submitted to the University in sufficient time prior to the scheduled completion of the work so that a revision to drawings or specifications may be made, if necessary.

ARTICLE 7 GENERAL SCOPE OF WORK

Except as otherwise indicated in the Contract Documents, the Subcontractor shall furnish all labor, materials, tools, equipment, incidentals, and submittals necessary to prepare for and perform the work. Where standards are not specified, the Subcontractor shall perform the work in accordance with the best general practice and industry standards, and provide materials and workmanship of the first quality. Where the Contract Documents do not provide complete details, the Subcontractor shall provide a Submittal to the University for prior approval, showing the details of the planned method for meeting the Subcontract requirement.

ARTICLE 8 GOVERNMENT-FURNISHED PROPERTY

- A. In connection with its work under this Subcontract, the Subcontractor may be furnished by the University certain government-owned property (hereinafter referred to as Government-furnished property or "GFP") for installation by the Subcontractor as required by other provisions of this Subcontract. The schedules set forth in this Subcontract are based upon the premise that the GFP will be delivered to the Subcontractor in sufficient time to enable Subcontractor to meet said schedules. In the event that such GFP is not delivered to Subcontractor in sufficient time to enable Subcontractor to meet the said schedules, the University shall, if requested by the Subcontractor, determine if any unreasonable delay has occurred, and if so, shall grant a reasonable extension of the time for completion of performance. The University and/or the Government shall not be liable to the Subcontractor for damages or loss of profit by reason of any delay in the delivery of said GFP, except that in case of such delay, upon written request of the Subcontractor an equitable adjustment may be made in the schedule, or price, or both, and in other contractual provisions affected thereby, in accordance with the procedures provided for in Article 32 titled "Changes" of these General Terms and Conditions.
- B. Title to such GFP shall be and remain with the Government, and shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall any such property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of affixation to any realty. The

Subcontractor shall maintain adequate property control records of such property consistent with good business practice and as may be prescribed by the Government or the University, and shall cause all such property to be clearly marked (if not so marked) to show that it is property of the Government.

- C. GFP shall be used for the performance of this Subcontract only.
- D. The Subcontractor shall, in accordance with sound industrial practice, protect and preserve such GFP until completion by the Subcontractor of all work required by this Subcontract. Should any repair or replacement of any such property become necessary during the term of this Subcontract other than by reason of the negligence or fault of the Subcontractor, the same shall be made by the Subcontractor with the approval of and for the account of the University and the title thereto shall vest in the Government and any delay occasioned thereby shall be considered an excusable delay under this Subcontract.
- E. Unless otherwise provided in this Subcontract, the Subcontractor assumes the risk of and shall be responsible for any loss of or damage to the GFP in its possession except for reasonable wear and tear, or due to causes unrelated to the Subcontractor's fault or negligence.
- F. The Government and the University shall at all times have access to the premises wherein any GFP is located.
- G. Upon completion of this Subcontract, the Subcontractor shall submit, in a form acceptable to the University, inventory schedules covering all items of GFP utilized in the performance of this Subcontract (including any resulting scrap), not theretofore delivered to the Government or the University.

ARTICLE 9 PERMITS, LICENSES, RESPONSIBILITIES

The Subcontractor must have and maintain, and shall require that all Sub-Subcontractors have and maintain, appropriate licenses and/or certifications issued by the relevant Trade Association or Regulatory Agency. Except as otherwise directed by the University, the Subcontractor also shall, without additional expense to the University, be responsible for obtaining any other necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes and regulations in connection with performing its work.

ARTICLE 10 SUBMITTALS REQUIRED

- A. The purpose of submittals is to provide the University with the opportunity to check for conformance with the requirements of the Subcontract, and for selection among alternatives contemplated by the Subcontractor. No change to the Subcontract price, performance period, or other requirement of the Subcontract is authorized as a result of submission, review, or approval of such submittals.
- B. If the submittal is associated with any proposed change in the Subcontract price, performance period, or other requirement of the Subcontract, the Subcontractor must so notify the Subcontract Administrator in writing, separately from the submittal, and obtain authorization via written Field Change Order or Subcontract Modification prior to incurring any delay or additional costs or using materials or methods not conforming to the requirements of the Subcontract. The Project Manager (PM) is authorized to make evaluation of submittals and elements of work required by this Subcontract. However, approval of submittals shall be issued only by the Subcontract Administrator.
- C. By submission of a submittal for a product "equal" to one specified, a product substitution, a design prepared by the Subcontractor, or a method proposed by the Subcontractor, the Subcontractor represents that it has reviewed the submitted item for full compatibility with all requirements of the Subcontract, and further represents that the item submitted is in fact fully compatible with all requirements of the Subcontract. The University will review the submittal for general conformance with the design concept only. Approval of the submittal does not reduce the Subcontractor's full responsibility for meeting all requirements of the Subcontract. Any variance between the specified requirement and the item actually furnished remains the responsibility of the Subcontractor. In the event that an approved item is subsequently determined not to conform to a requirement of the Subcontract, the Subcontractor shall be responsible for all costs of corrections necessary to attain conformance, and any failure by the University to discover or notify the Subcontractor of the non-conformance shall be considered immaterial. Note that in the event that a specified product is found to be unavailable, the Subcontractor may request that the University specify an alternate, in which case the University will be responsible for specifying a product that is compatible with all requirements of the Subcontract.
- D. SUBMITTALS REQUIRED PRIOR TO KICK-OFF MEETING

A Kick-off meeting shall be held to confirm review and acceptance of all project documentation required. The following documents, in addition to any forms or documents required by the request for proposal or solicitation, at minimum, shall be required for the Kick-off meeting:

1. Performance and Payment bonds from Subcontractor.
2. Approved certificates of insurance.
3. Site specific safety plan (as defined in SLAC ES&H Manual Ch 42, "Subcontractor Safety") for Subcontractor and any known Sub-Subcontractors.
4. Project schedule in the specified format as required by the PM.
5. "Statement and Acknowledgment" Standard Form (SF 1413) for all known Sub-Subcontractors.
6. A copy of the Subcontractor's licenses and permits, and copies of all known Sub-Subcontractors licenses or permits, if needed in performance of the Subcontract.

E. SUBMITTALS REQUIRED DURING ON-SITE CONSTRUCTION

1. Certified payrolls to be submitted via an online system as designated by University.
2. Each invoice must be accompanied by the following:
 - a. Invoice showing unique invoice number, SLAC Subcontractor number, and amount billed.
 - b. Any pricing breakdown as required by the University.

F. OTHER SUBMITTALS REQUIRED DURING ON-SITE WORK

The Subcontractor shall update and resubmit the Submittal List whenever new submittals are requested during progress of the work.

1. The Subcontractor shall update and resubmit the lists of Sub-Subcontractors when known and provide an updated SF 1413 Form.

G. SUBMITTALS REQUIRED PRIOR TO FINAL PAYMENT

1. Completion of the work, including as-builts and other submittals if and as required.
2. Final Inspection Report (signed by Subcontractor).
3. Certified Payroll Log and Final Certified Payrolls via the online system as designated by University.
4. Return of Identification (ID) badges, Dosimeter Badges (if any) and keys (if any). The University may, at its discretion, require a certification from the Subcontractor that it, and all of its Sub-Subcontractors, have complied with this requirement and have reported to the Subcontract Administrator any missing ID badges, dosimeters, or keys.
5. Final Invoice.
6. Release Upon Final Payment.

ARTICLE 11 SUBCONTRACTOR AND SUB-SUBCONTRACTOR PERSONNEL

- A. Subcontractor personnel shall be reasonably continuous over the length of the job; personnel shall not be rotated for the convenience of the Subcontractor.
- B. The University shall be provided with a method to contact Subcontractor's management at any time (twenty-four hours a day, seven days a week), said management shall be empowered with the ability to initiate and enforce changes.
- C. All Subcontractor employees performing the work under this Subcontract shall have that level of education, experience, physical competence, and training requisite for the skillful, workmanlike, efficient and safe carrying out of their Subcontract tasks and shall carry out such tasks in like manner.
- D. The Subcontractor is required to provide employees who are trained and experienced in performing the work

required under the conditions existing for this project, including environmental protection, safety, and health requirements.

- E. The University may, in writing, require that Subcontractor remove any employee of Subcontractor or Sub-Subcontractor from performing work under this Subcontract. Subcontractor agrees to promptly comply with such requests.
- F. Only persons who are eligible to work in the United States of America (U.S. citizens, green card holders, or those with the appropriate visa) may be employed to work at this site. Subcontractors and their employees must show government-issued identification to gain access to this site, and persons who are unable to provide proper I.D. will not be permitted to enter SLAC premises.
- G. In the event that non-English speaking workers are utilized, the Subcontractor shall, at all times when work activity is on-going, have a designated worker who is bilingual in English and the language of those workers on site to interpret work instructions and safety orders.

ARTICLE 12 LIST OF SUB-SUBCONTRACTORS

- A. At the request of the University, the Subcontractor shall notify the University, in writing, of the names of all Sub-Subcontractors, together with a summary of the extent and character of the work to be done by each Sub-Subcontractor.

ARTICLE 13 TIME IS OF THE ESSENCE

The Subcontractor shall prosecute the work diligently with such forces as the Subcontractor determines are necessary to complete the work of this Subcontract within the contract time. If the University determines that the Subcontractor is not progressing in accordance with the accepted schedule from the Subcontractor, the Subcontractor shall submit a written plan for recovery of the progress necessary to complete the work within the contract time for the Subcontract Administrator's approval. Resulting additional costs for overtime, night shifts, or holiday work, or other means necessary to recover the schedule are solely the responsibility of the Subcontractor.

ARTICLE 14 WORK HOURS AND HOLIDAYS

- A. The Subcontractor will be permitted to work in the work areas, and delivery of materials may be made, during normal working hours (6:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise indicated in the Contract Documents) and, when authorized in advance by the Subcontract Administrator, after hours, on holidays, or weekends.

- B. SLAC holidays:

New Year's Day	Independence Day
Martin Luther King's Birthday Holiday	Labor Day Holiday
President's Birthday Holiday	Thanksgiving: Thursday & Friday
Memorial Day Holiday	Christmas - two days

Additionally, SLAC is usually shut down during the period between Christmas and New Year's Day.

- C. Unless required by law, no extra payment will be allowed for extra expense incurred by the Subcontractor for its employees working holidays.

ARTICLE 15 COOPERATION WITH OTHER SUBCONTRACTORS AND UNIVERSITY PERSONNEL

- A. Other construction subcontracts may have been or may be awarded in this locality, such that the work covered by them will be in progress during the time of the work covered by this Subcontract. All Subcontractors shall have equal rights to use the haul roads, grounds, utilities, etc., and shall coordinate their activities which may be in conflict so as to cause a minimum of interference.
- B. University personnel may be working in or occupying the area within and adjacent to the Subcontractor's work area. The Subcontractor shall cooperate with others in the scheduling of work to avoid undue inconveniences to all concerned. The Subcontractor shall not commit or permit any act which will interfere with the performance of work by any other Subcontractor or by University employees.
- C. The Subcontractor shall fully cooperate with such other Subcontractors and University employees and carefully fit

its own work to such additional work as may be directed by the University.

- D. The Subcontractor shall confine activity to the areas designated. Other University or SLAC areas shall not be visited without specific permission and under no circumstances will the Subcontractor's personnel cause interruption of normal University activities in other areas.

ARTICLE 16 NOTICE OF LABOR DISPUTES

Whenever an actual or potential labor dispute is delaying or threatens to delay the performance of the work, the Subcontractor shall immediately notify the University in writing. Such notice shall include all relevant information concerning the dispute and its background.

ARTICLE 17 ENVIRONMENTAL, SAFETY, AND HEALTH PROTECTION – CODES AND STANDARDS

- A. All work performed by the Subcontractor and its Sub-Subcontractors shall be in accordance with the applicable Federal, state, and local environmental laws, codes, standards, and regulations, including those described in this Article.
- B. The Subcontractor and its Sub-Subcontractors shall also perform work in accordance with the following University-specific requirements, which are largely consistent with applicable regulatory requirements: (1) SLAC's Worker Safety and Health Program (<http://www-group.slac.stanford.edu/esh/general/wshp/WSHP.pdf>), including those regulations and standards listed in Appendix B thereto; (2) SLAC's ES&H Manual Chapter 42 "Subcontractor Safety"; and (3) any additional safety and environmental requirements, codes, standards, and regulations detailed in the specifications, statement of work, or Division 1.
- C. All codes, standards, and referenced specifications in the Contract Documents shall mean latest edition, including supplements when such exists, unless otherwise stated. Where differences exist in the levels of protection prescribed in applicable codes, standards, and referenced specifications, the level which provides the greatest protection to the University shall govern, unless otherwise stated. Any variances from the codes and standards noted by the Subcontractor in the specifications and drawings shall be brought to the Subcontract Administrator's attention immediately by notification in writing.
- D. The Government, the State of California, and local jurisdictions may have the authority to fine the University, the Subcontractor, and Sub-Subcontractors for failure to comply with 10 CFR 851 or applicable safety, health, and environmental laws. The University reserves the right to pass these fines onto the Subcontractor if the non-compliance results from its failure to comply with applicable laws and standards.

ARTICLE 18 ENVIRONMENTAL PROTECTION REQUIREMENTS

- A. All personnel and equipment necessary for the protection of the environment in performance of the Subcontract shall be the responsibility of and shall be provided by the Subcontractor. Failure to maintain adequate measures to ensure protection of the environment as required by applicable laws and University standards may result in Termination for Default, and assessment of clean-up costs.
- B. Materials, processes and activities that the Subcontractor proposes to employ that are governed by the Clean Air Act must conform to requirements specified by the Bay Area Air Quality Management District (BAAQMD). Refer to BAAQMD regulations and Division 1 Specifications for details on the relevant materials.
- C. All on-site activities shall include Best Management Practices (BMPs), required by the Clean Water Act, to prevent the introduction of hazardous and non-hazardous materials into stormwater or conveyances that transport stormwater off-site to streams and the Bay. Refer to the Division 1 Specifications for required BMPs.
- D. Hazardous waste management shall be coordinated with SLAC Waste Management Group.
- E. Subcontractors and their Sub-Subcontractors shall not bring radioactive materials or radiation generating devices on University or SLAC premises without prior express approval from the Subcontract Administrator and designated representatives from the University's Radiation Protection Department. Examples of such radioactive materials and radiation generating devices are available at: <http://www-group.slac.stanford.edu/esh/rp/RPmaterialTC.pdf>.
- F. All work shall be performed in a manner consistent with SLAC's Environment, Safety and Health Policy available at: http://www-group.slac.stanford.edu/esh/about_esh/eshpolicy.htm.

ARTICLE 19 WORKER SAFETY AND HEALTH PROGRAM IMPLEMENTATION

- A. Subcontractor is responsible for safe working practices and shall ensure the safety of their personnel, Sub-Subcontractor personnel, University personnel, other personnel and visitors, University and Government property, and private property in the performance of the Subcontract. Subcontractor and its Sub-Subcontractors shall comply with all applicable safety and health laws, standards, and regulations.
- B. In accordance with SLAC's Worker Safety and Health Program and ES&H Manual Chapters 2 and 42, Subcontractor shall implement, and require its Sub-Subcontractors to implement, Work Planning and Control (WPC) that ensures that the overall project and each defined work activity conforms to SLAC's WPC program. The WPC process elements shall include the following steps: (a) Define scope; (b) Analyze hazards; (c) Identify and implement controls; (d) Perform the work within controls; (e) Provide feedback and improvement. Additionally, the WPC process shall include the proper authorization and release of all work on a daily basis by the FCM and the Subcontractor. More details can be found in the Division 1 Specifications concerning planning and documentation requirements. Subcontractor shall consult with the University as needed to understand and implement these WPC process elements.
- C. The Subcontractor shall establish processes to ensure hazards are identified and abated routinely. All workers shall be encouraged to engage in the hazard identification and control process and speak up when they have a concern.
- D. The Subcontractor shall ensure that its employees and Sub-Subcontractor employees understand that they may decline work or stop others from performing work if the work may create an "imminent danger," or when a worker does not believe there is sufficient time to abate a hazard through the standard means in the performance of the task. An "imminent danger" situation is defined as one that could result in serious injury, death, or significant environmental or property damage. A process shall be established for employees to communicate to their supervisor and work together to mitigate imminent dangers.
- E. All personnel and equipment necessary for the Worker Safety and Health Program implementation shall be the responsibility of and shall be provided by the Subcontractor to assure public safety and properly guard against personal injury or property damage. Examples include: Flaggers, signs, barricades, fences, lights, fire extinguishers, and similar precautions.
- F. The Subcontractors and Sub-Subcontractors shall fully cooperate in University and DOE incident investigations in accordance with the contractor requirements of DOE Order 225.1B, titled Accident Investigations. Subcontractor and Sub-Subcontractor personnel shall be made available for interviews; equipment shall be made available for inspection, measurement and testing; work planning and training documentation shall be provided to University and DOE upon request.
- G. Failure to maintain adequate measures to ensure safe working practices and safety as required by applicable laws and University standards may result in Termination for Default.

ARTICLE 20 NOISE CONTROL

- A. The Subcontractor shall make use of latest techniques for abatement of construction noise. All construction equipment shall be contained in sound reducing enclosures when necessary and shall be fitted with mufflers as required so that the noise level within 3 feet of the equipment does not exceed levels recommended by EPA for construction sites in occupied areas. The Subcontractor shall use pneumatic or electric tools designed for quiet operation.
- B. Radios, tape decks and Compact Disc (CD) players are prohibited in any work area.

ARTICLE 21 SANITARY CONDITIONS

- A. Supply of drinking water shall be adequate and clean. The source shall be approved by the FCM, Field Safety Representative, or other designated University personnel.
- B. Unless otherwise specified in Division 1, toilet facilities are not available; the Subcontractor shall furnish and maintain one (1) temporary chemical toilet for every thirty (30) persons or less employed on the site, at locations approved by the FCM, Field Safety Representative, or other designated University personnel.
- C. Except to the extent provided by law, pets are not permitted on-site.

ARTICLE 22 ENVIRONMENTAL, SAFETY, AND HEALTH COMPLIANCE, OVERSIGHT, AND ENFORCEMENT

- A. All University employees, agents, and subcontractors, and DOE employees and agents, have the authority and responsibility to identify and stop any activity creating an imminent danger as defined in Article 19. If directed to stop an activity creating an imminent danger, the Subcontractor shall comply, and immediately contact the FCM for further direction.
- B. The Subcontractor is required to effectively address environmental, safety, and health compliance concerns on a continual basis. The Subcontractor shall immediately correct environmental, safety, and health non-compliances and hazards upon the request of the FCM, PM, or Subcontract Administrator. Further, the FCM, PM, or Subcontract Administrator may, at their discretion, issue a written notice of violation if the work is found to be non-compliant with the applicable environmental, safety, and health laws and SLAC standards. DOE staff are also authorized to inspect construction projects, communicate deficiencies to SLAC management, and request work be stopped due to imminent danger or regulatory violations.
- C. If a notice of violation is not adequately addressed in the time specified in the notice, or if at any time the Subcontractor or its Sub-Subcontractor's activities present an imminent danger or violate applicable environmental, safety and health laws and standards, the Subcontract Administrator, FCM, or PM may issue a written stop work order until the dangerous or non-compliant activities are remedied at the Subcontractor's expense. The Subcontractor shall be required to recover the schedule at its expense, and may be required to reimburse the University for extraordinary monitoring as described in this Subcontract. The Subcontractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage resulting from its non-compliance with environmental, safety, or health related requirements.

ARTICLE 23 RETURN OF UNIVERSITY BADGES, KEYS, AND DOSIMETERS

Loss of University badges, keys, and dosimeters present significant security risks and replacement costs for the University. Subcontractor must track ID badges, keys, and dosimeters received by its employees and Sub-Subcontractors, and notify the Subcontract Administrator of any missing badges, keys, or dosimeters prior to closeout. Further, in addition to any other remedies available under this Subcontract, the University may charge, at its discretion, a penalty of \$500 per ID badge, key, or dosimeter not returned to the SLAC Security Office within five (5) days of the completion of the Subcontractor and Sub-Subcontractors' performance. Such penalties shall be deducted from the final payment.

ARTICLE 24 HISTORICAL AND SCIENTIFIC SPECIMENS

All articles of historical or scientific value, including but not limited to fossils and archaeological artifacts which may be uncovered by the Subcontractor during the progress of the work, shall become the property of the University. The article and area shall be secured and work in the immediate area shall be stopped, as appropriate, and the finding shall be reported immediately to the Field Construction Manager. The University will determine the method of removal, where necessary, and the final disposition thereof.

ARTICLE 25 INSPECTION AND ACCEPTANCE

- A. Except as otherwise provided in this Subcontract, inspection and test by the University of material and workmanship required by the Subcontract shall be made at reasonable times and at the site of the work, unless the University determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the University at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to the Subcontract requirements. Such off-site inspection or test shall not relieve the Subcontractor of responsibility for damages to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the University after acceptance of the completed work under the terms of paragraph F.
- B. The Subcontractor shall, without charge, promptly replace any material or correct any workmanship found by the University not to conform to the Subcontract requirements, unless the University consents to accept such materials or workmanship with an appropriate adjustment in Subcontract price. The Subcontractor shall promptly segregate and remove rejected material from University or SLAC premises at its own expense.
- C. If the Subcontractor does not promptly replace rejected material or correct rejected workmanship, the University (1)

may, by separate subcontract with a third-party or otherwise, replace such material or correct such workmanship and dispose of such rejected material, and charge the cost thereof to the Subcontractor, or (2) may terminate the Subcontractor's right to proceed in accordance with Article 36 titled "Termination for Default- Damages for Delay-Time Extensions."

- D. The Subcontractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection or test as may be required by the University. All inspection or test by the University shall be performed in such manner as not to unduly delay the work. Special, full-size, and performance tests shall be performed as described in Contract Documents. The Subcontractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time agreed for the inspection.
- E. Should it be considered necessary or advisable by the University at any time before acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Subcontractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or non-conforming in any material respect, due to the fault of the Subcontractor or its Sub-Subcontractors, it shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Subcontract, an equitable adjustment shall be made in the Subcontract price to compensate the Subcontractor for the additional services involved in such examination and reconstruction; and, if completion of the work has been delayed thereby, it shall, in addition, be granted a suitable extension of time.
- F. Unless otherwise provided in this Subcontract, acceptance by the University shall be made as promptly as practicable after completion and inspection of all work required by this Subcontract. ***No completed work shall be deemed to meet the requirements of the Subcontract unless such work has first been inspected and accepted by the Subcontract Administrator.*** Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the University's rights under any warranty or guarantee.
- G. The PM or FCM may agree to accept work as completed for the purposes of making progress or milestone payments only, if such payments are contemplated under the Subcontract. Final invoice approval authority rests with the Subcontract Administrator. Acceptance for the purposes of making progress or milestone payments shall not be deemed final acceptance such that the risk of loss or assumption of risk transfers to the University under Article 29 titled "Assumption Of Risk Until Final Acceptance."

ARTICLE 26 MATERIALS ACCESS

- A. Access to the work site for delivery of materials and equipment shall be directed by the University, and shall be either through the Main Gate at 2575 Sand Hill Road or through the Alpine Gate located off of Alpine Road.
- B. No material deliveries will be accepted by the University on behalf of Subcontractors. All deliveries shall be properly labeled or identified as follows:

(Subcontractor)
(Jobsite Location)
2575 Sand Hill Road
Menlo Park, CA 94025

ARTICLE 27 PREPARATIONS, STORAGE, AND ANCILLARY OPERATIONS

- A. Except as otherwise indicated in the Technical Specifications, the Subcontractor shall deactivate, remove, relocate, store, protect, reinstall, reactivate, and return to original condition all furnishings, equipment, other property, and landscaping, and otherwise prepare for the work, including but not limited to utility shutdowns and disconnections, systems draining and purging, rigging, removal and storage of all furnishings, equipment, other property and landscaping, utility reconnection and startup, systems charging and startup, and replacement and refurbishment of property to original condition.
- B. Warehouse, shop, tool storage, office facilities and stockpile areas may be provided by the Subcontractor at its own expense. The Subcontractor may, in locations on the site to be designated by the University, erect structures, install utilities, and establish storage areas as may be necessary to perform the work under the Subcontract. The Subcontractor is responsible for the safekeeping of all its materials, tools, and equipment. All of the above structures and facilities shall remain the property of the Subcontractor, and, unless otherwise authorized by the University, shall be removed from the site of the work at the Subcontractor's expense upon completion of the work.

or when directed by the University. After such removal, the sites thereof shall be cleaned up and restored to the satisfaction of the University and in compliance with applicable law.

- C. Only materials, appliances, and plant to be used for the performance of the Subcontract work may be stored in stockpile areas or in warehouses and shop facilities (whether erected by the Subcontractor or not) located on University-controlled land. If the Subcontractor abandons the performance of the subcontract work or if the Subcontractor's right to proceed is terminated pursuant to Article 36 titled "Termination for Default-Damages for Delay-Time Extensions", the Subcontractor shall hold and save the University, the Government, and their officers and agents free and harmless from any liability of any nature or kind arising from the University's entry into such stockpile areas, warehouses, or shop facilities and from the University's taking possession of and utilizing such materials, appliances, and plant in completing the subcontract work.
- D. No unauthorized or unwarranted entry upon or passage through, or storage or disposal of materials shall be made upon University or SLAC premises. The Subcontractor shall be liable for any and all damage caused by it to such University or SLAC premises, including all removal or restoration costs.
- E. The Subcontractor shall use only established roadways or it may construct and use such temporary roadways only as may be authorized by the University. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicles or prescribed by any Federal, State, or local law regulations. When it is necessary to cross curbing or sidewalks, operate heavily loaded vehicles over developed areas, or operate track-type vehicles on surfaced streets, sidewalks or developed areas, protection against damage shall be provided by the Subcontractor and any damaged roads, curbing, sidewalks or developed areas shall be repaired by, or at the expense of, the Subcontractor.

ARTICLE 28 INDEMNIFICATION AND INSURANCE

- A. The Subcontractor will indemnify, defend, and hold harmless the Board of Trustees of the Leland University Junior University, the Government, their respective trustees, officers, directors, faculty, employees, representatives, students, volunteers, agents, and subcontractors (not including Subcontractor or its Sub-Subcontractors) ("Indemnitees") from any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands, or judgments arising out of or connected with this Agreement or the work performed under this Agreement. However, Subcontractor's obligations under this section will not apply to the extent that the liability is due to the gross negligence and willful misconduct of Indemnitees.
- B. University will promptly notify Subcontractor of any claim and will cooperate with Subcontractor in the defense of the claim. Subcontractor will, at its own expense, provide attorneys reasonably acceptable to University to defend against any claim with respect to which Subcontractor has agreed to indemnify University. Subcontractor may enter into settlement on behalf of University without admission of fault. Subcontractor's indemnity will be primary and will not be deemed excess coverage to any insurance or self-insurance University may have covering a claim. Subcontractor's indemnity will not be limited by the amount of Subcontractor's insurance.
- C. Subcontractor shall secure and maintain in effect at all times during the performance of the work under this Subcontract the coverages of insurance, set forth below, which shall be maintained with companies, underwriters or underwriting firms under forms of policies satisfactory to the University. **The Subcontractor shall furnish to the University concurrently with the execution of this Subcontract and prior to commencing any performance thereof, two (2) copies of a Certificate of Insurance substantiating the said coverages and endorsements described below.** The types and levels of required insurance are as follows:
 - 1. Automobile Liability as follows:

Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired vehicles with a combined single limit not less than one million dollars (\$1,000,000.00) per occurrence.
 - 2. Comprehensive General Liability:
 - a) Subcontracts of less than \$100,000: insurance limits not less than \$2,000,000 per occurrence.
 - b) Subcontracts of \$100,000 and over but less than \$1,000,000: insurance limits not less than \$3,000,000 per occurrence.
 - c) Subcontracts of \$1,000,000 and over: insurance limits not less than \$5,000,000 per occurrence.

- d) Subcontracts of \$25,000 and over requiring design by Subcontractor: Professional Errors and Omissions Insurance in the amount not less than \$1,000,000 per claim.
- e) Subcontracts of \$50,000 and over: Subcontractor shall purchase and maintain at its cost Builder's All Risk Insurance covering physical damage to the work being performed under this Subcontract in a form acceptable to the University and to the full value of the work at the time of loss or damage. Such insurance shall be endorsed to provide that the University and the Subcontractor's Sub-Subcontractors of any tier are additional insureds. Subcontractor shall have the Builder's All Risk Insurer waive all rights of subrogation against the University and DOE. The maintenance of Builder's All Risk Insurance shall not in any way relieve the Subcontractor of responsibility for the work as set forth in Article 29 titled "Assumption of Risk Until Final Acceptance." A Certificate of Insurance substantiating the said coverage and endorsement shall be provided to the University before any work under this Subcontract begins.
- 3. Worker's Compensation Insurance: To the extent required under the Labor Code of California and Employer's Liability with limits of not less than \$1,000,000 per person; \$1,000,000 per accident.
- D. Subcontractor shall provide the following endorsements to its Comprehensive General Liability policy and/or ensure that the Comprehensive General Liability insurance policy is amended, if needed, to include the following:
 - 1. An endorsement naming the University, its trustees, officers, employees, faculty, students, volunteers, and agents and DOE as additional insureds under said Comprehensive General Liability policies with respect to liability arising out of or in any way connected with the performance of the Subcontract and stating that said policies are primary as to any loss to which the insurance coverage provided thereby is applicable without right of contribution from any insurance otherwise maintained by the University or DOE.
 - 2. A cross liability or severability of interest clause.
 - 3. A clause waiving subrogation.
 - 4. Inclusion of contractual liability insurance and a statement nullifying any clause in such insurance policies excluding liability assumed under contract.
- E. A written notice shall be given to the Subcontract Administrator at least thirty (30) days prior to cancellation or material change in the form of any policy provided hereunder.
- F. The Subcontractor, by its signature to this Subcontract, warrants that all of the insurance required by this Agreement is currently in effect and will be maintained throughout the period of this Subcontract, except that the minimum coverage specified above must not be encumbered by other claims during the period of performance by more than ten percent (10%) of the coverage specified.
- G. Before permitting any Sub-Subcontractors other than vendors of standard commercial materials and supplies to perform any work under this Subcontract, the Subcontractor shall require that such Sub-Subcontractor furnish the Subcontractor satisfactory evidence that it has taken out and maintains appropriate insurance similar to the above.

ARTICLE 29 ASSUMPTION OF RISK UNTIL FINAL ACCEPTANCE

The Subcontractor shall and does hereby assume all risks and responsibility for damage to its work and materials from fire, earthquake, storm and/or other causes prior to the completion and acceptance of the work pursuant to Article 25 titled "Inspection and Acceptance" and shall at its own cost and expense repair and/or replace any work or materials damaged or destroyed.

ARTICLE 30 BONDS AND OTHER SECURITY

- A. MILLER ACT BONDS. On subcontract awards of \$100,000.00 or more, the Subcontractor must obtain and maintain performance and payment bonds as required by the Miller Act, 40 USC sections 3131-3133. The Subcontract Administrator must also require bonds on contract awards of greater than \$25,000 and less than \$100,000.00 using two or more of the payment protections at 48 C.F.R. 28.102-1(b), which the Subcontract Administrator may select at his/her discretion. Failure to furnish Miller Act Bonds prior to undertaking performance of this Subcontract will be grounds for Termination for Default, and the Subcontractor will be liable for any excess procurement costs incurred by the University. The required forms are SF 25 Performance Bond and SF 25-A Payment Bond.
- B. The Subcontract Administrator may, in his/her discretion, require such other bonds and security as may be deemed

appropriate. Should such additional bonding or security be required after the time of subcontractor bidding, an equitable adjustment to the Contract sum shall be executed to compensate the Subcontractor for any additional costs of this additional security.

- C. If any surety upon any bond furnished in connection with this Subcontract becomes unacceptable to the University, the Subcontractor shall promptly furnish such additional security as may be required by the University from time to time to protect the interest of the University and of persons supplying labor or materials in the prosecution of the work contemplated by this Subcontract.
- D. Irrevocable Letter of Credit (ILC)

Pursuant to FAR 52.228-14 any person or subcontractor required to furnish a bond has the option to furnish a bond secured by an ILC in an amount equal to the penal sum required to be secured (see FAR 28.204). A separate ILC is required for each bond, and the expiration of each bond must conform to the period for which financial security is required as specified in FAR 52.228-14.

ARTICLE 31 WARRANTY

- A. In addition to those requirements posed by FAR 52.246-21, all workmanship, equipment and materials furnished by the Subcontractor hereunder shall be guaranteed for a period of at least one (1) year from the date of final acceptance thereof against all defects that might render the work unsatisfactory to the intended purposes. Defective materials and workmanship will be replaced at the earliest practicable date by the Subcontractor without additional cost to the University or the Government. The guarantee is as follows:

“We hereby guarantee that the work which we have furnished to the Board of Trustees of the Leland Stanford Junior University at the SLAC National Accelerator Laboratory site has been done in accordance with the drawings and specifications, and that the equipment, as installed, will fulfill the requirements of the guarantee included in the Subcontract. We further warrant that all items and materials delivered are genuine, new, and unused, and do not contain any suspect or counterfeit materials that have been provided under false pretenses. We agree to repair or replace, including removal and reinstallation as necessary any and all of our equipment, materials or work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material, or contain suspect or counterfeit parts, within a period of one (1) year from the date of acceptance of the above named installation by the authorized representative of the said Board of Trustees of the Leland Stanford Junior University, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within thirty (30) days after being notified in writing by the authorized representative of the Leland Stanford Junior University or the United States Department of Energy, we do hereby authorize the Leland Stanford Junior University or the United States Department of Energy, to proceed to have the said defects repaired or replaced and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.”

ARTICLE 32 CHANGES

- A. The University, solely through its designated Subcontract Administrator may, at any time, without notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the work within the general scope of the Subcontract, including but not limited to changes:
 - 1. In the specifications (including drawings and designs);
 - 2. In the method or manner of performance of the work;
 - 3. In the GFP or University-furnished facilities, equipment, materials, services or site; or
 - 4. Directing acceleration or suspension of in the performance of the work.
- B. If any other written order (which terms as used in this paragraph B shall include direction, instruction, interpretation, or determination) from the Subcontract Administrator causes any such change, it shall be treated as a Change Order under this Article, provided that the Subcontractor gives the Subcontract Administrator written notice within 20 working days; such notice shall state the date, circumstances, and source of the order and that the Subcontractor regards the order as a Change Order.
- C. No verbal order, oral statement, or conduct of any representative of the University shall be treated as a change under this Article or entitle the Subcontractor to an equitable adjustment hereunder.

- D. If any change under this Article causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the work under this Subcontract, whether or not changed by any order, an equitable adjustment shall be made and the Subcontract modified in writing accordingly. PROVIDED, however, that except for claims based on defective specifications, no claim for any change under Paragraph B above shall be allowed for any costs incurred more than 20 days before the Subcontractor gives written notice as therein required: AND PROVIDED FURTHER, that in the case of defective specification for which the University is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Subcontractor in attempting to comply with such defective specifications.
- E. If the Subcontractor intends to assert a claim for an equitable adjustment under this section, it must, within 30 days after receipt of a written Change Order under Paragraph A. above or the furnishing of a written notice under Paragraph B above, submit to the University a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the University. The statement of claim hereunder may be included in the notice under Paragraph B. above.
- F. No claim by the Subcontractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Subcontract.
- G. Field Change Orders
 - 1. Notwithstanding the restrictions above, the FCM or PM shall have the authority to issue Field Change Orders, if in the judgment of the FCM or PM there is insufficient time to negotiate a price agreement for changes required in the drawings or specifications, and a significant delay (over 24 hours), safety hazard, or demobilization would occur if the Field Change Order is not immediately issued. In such case, the FCM or PM and the Subcontractor shall agree, in writing, on a worst-case Not-to-Exceed amount for each proposed change. The FCM or PM shall not issue a Field Change Order exceeding their authority as established by Contract Documents. The Field Change Order shall also set forth the details and direct the commencement of the work necessary to address the urgent need. The Subcontractor shall notify the Subcontract Administrator within eight (8) working hours of the Field Change Order issue. The Subcontracting Administrator shall be responsible for the administration and ultimate definitization of the Field Change Order.
 - 2. The Subcontractor shall track costs resulting from each Field Change Order, including those of Sub-Subcontractors.
- H. Unauthorized Changes
 - 1. All changes must be approved and directed in advance by written field order or subcontract modification, signed by the Subcontract Administrator or designee. The Subcontractor is not authorized or obligated to incur additional costs without such advance written direction, and does so only at the Subcontractor's sole risk.
 - 2. If the University should determine that ratification of an otherwise unauthorized change is appropriate, the Subcontractor's recovery of costs in any event will be limited to the lesser of the value of the work to the University or the actual direct costs reasonably incurred, and will exclude indirect costs such as overhead and profit.
 - 3. In the event that the Not-to-Exceed amount for a change authorized by an unpriced Field Change Order is exceeded, the amount over and above the Not-to-Exceed amount shall be at the Subcontractor's own expense.

ARTICLE 33 JUSTIFICATION FOR PRICING CHANGES OR PROPOSED MODIFICATIONS

- A. The Subcontractor shall furnish an itemized price breakdown in conjunction with any alleged change, Change, Field Change, or any proposed modification of the Subcontract price or performance period. The purpose of the breakdown is to permit independent verification and analysis of all elements of cost. Upon request, the Subcontractor shall specifically identify cost data sources, such as standards handbooks, and provide copies of estimate sheets, time sheets, and material/equipment quotes/invoices.
 - 1. A formal presentation format is not required; legible copies of estimate sheets, from which totals and subtotals cited in the proposal for modification were derived, may be acceptable as a basis for evaluation of the proposal.
 - 2. **AS A MINIMUM, every lump sum amount included in the proposal MUST be clearly cross-referenced to an ATTACHED BREAKOUT of that lump sum into material quantities, unit prices, labor categories, hours and rates, rate calculations, taxes, freight, and all other severable elements of cost, as detailed**

below. The Subcontractor shall provide all estimates, quotes and other calculations used to prepare the proposal by the Subcontractor and all Sub-Subcontractors.

3. The Subcontractor shall allow Sub-Subcontractors to provide details directly to the University in order to avoid conflicts related to proprietary information. Proposal information may include a statement that the information is considered proprietary and is to be used only for the purpose of evaluating the proposal. ***Any amount claimed for Sub-Subcontracts shall be supported by a similar price breakdown.***
- B. Submission of a cost proposal constitutes representation of the following:
 1. The proposed direct costs are based on a reasonable estimate or actual amounts of direct costs, and cover all work involved to accomplish the proposed change, whether deleted, added, or changed; and
 2. The proposed Overhead Rate is the lesser of:
 - a) The maximum rate specified in "INDIRECT COSTS" (D.1, below), or
 - b) The actual Overhead rate incurred by the Subcontractor in its last fiscal year, where:
 - (1) Overhead Base costs and Overhead Pool costs are strictly separated in the Subcontractors accounting system;
 - (2) The proposed Overhead Rate is applied to Overhead Base costs only; and
 - (3) The proposed Overhead Rate Pool excludes any and all costs proposed as direct costs, costs not allocable to this project, and costs not allowable under the Code of Federal Regulations.
- C. FOR EACH TASK or other severable element of work, the proposal shall show all calculations in the level of detail actually used by each tier to develop the proposal as follows:
 1. Labor
 - a) Identify by title each labor category proposed or used.
 - b) Show the hours proposed or used for each labor category for each task.
 - c) Show the actual direct labor rate (base labor, excluding fringes) paid or to be paid by the Subcontractor to the employee for each labor category.
 - d) Show the actual direct labor burden for EACH hourly rate, including but not limited to the following elements:
 - (1) Workers' Compensation Insurance
 - (2) Commercial General Liability Insurance
 - (3) State Unemployment
 - (4) Federal Unemployment
 - (5) Federal Social Security
 - (6) State Disability Insurance
 - (7) Employer Training Tax
 - (8) Fringe Benefits (Vacation, Holidays, and Health & Welfare).
 - (9) Any other elements and calculations used to develop the proposed labor rates and cost.
 2. Materials - List all materials and show:
 - a) Quantities and unit prices.
 - b) Sales tax (paid to the supplier or to an independent carrier) as a separate item.
 - c) Any freight or delivery charge (paid to the supplier or to an independent carrier) as a separate item.
 - d) Any other calculations used to develop the material cost proposal.

3. Equipment - List all equipment and show:
 - a) Quantities, time periods, and rate per time period.
 - b) If owned equipment, details of rate calculation, or documentation of comparable rental rates.
 - c) Rental Sales tax (paid to the supplier) as a separate item.
 - d) Any freight or delivery charge (paid to the supplier or to an independent carrier) as a separate item.
 - e) Any other calculations used to develop the equipment cost proposal.
4. Other Direct Costs in complete detail (see limitations on Overhead, below, when other costs are charged direct).

D. INDIRECT COSTS

1. Show Overhead as a separate item. For changes under \$25,000, and for changes over \$25,000 absent acceptable evidence (audits by independent agencies or submission of actual cost experience with list of accounts) that other rates are appropriate, the following upper limits and definitions shall apply to Overhead applied to direct labor and direct labor burden:
 - a) Not to exceed 15% for tier providing direct labor, providing that the following costs are included in Overhead:
 - (1) Home Office Overhead (G&A)
 - (2) Project Management
 - (3) Field Overhead
 - (4) Supervision
 - (5) Proposal preparation
 - (6) Material handling
 - (7) Consumable tools and materials
 - (8) Incidental costs (trucks, tools, etc.)
 - (9) All other costs except for direct employee wages and burden for non-supervisory non-management employees.
 - b) Not to exceed 10% for tier providing direct labor, when Supervision and/or Project Management are charged as direct costs.
 - c) Not to exceed 5% for tier providing direct labor, when Supervision and/or Project Management and any or all of Items (7), (8), or (9) in "a" above are charged as direct cost.
 - d) Not to exceed 5% for materials or subcontracted work, except that 10% will be allowed on materials maintained in stock. Additionally, no assessment of overhead or profit will be allowed for bond and or insurance increases. Both of these items are considered as overhead costs.
2. Show Profit as a separate item.
 - a) For the tier performing the work, profit shall not exceed 5% for completed work, and shall not exceed 10% for uncompleted work, depending on the level of completion and degree of cost risk.
 - b) For higher tiers profit shall not exceed 5% on subcontracted work.

E. TIME EXTENSIONS

If the proposal for modification includes a request for time extension, a rationale therefore shall be furnished and shall specify the projected critical path impact.

ARTICLE 34 USE OR POSSESSION PRIOR TO COMPLETION

The University shall have the right to take possession of or use any completed or partially completed part of the

work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Subcontract. If such prior possession or use by the University delays the progress of the work or causes additional expense to the Subcontractor, an equitable adjustment in the subcontract price and/or the time of completion will be made and the Subcontract shall be modified in writing accordingly.

ARTICLE 35 TERMINATION FOR THE CONVENIENCE OF THE UNIVERSITY

The University, by written notice, may terminate this Subcontract, in whole or in part, when it is in the best interest of the University, or upon termination of the Contract between DOE and the University. If this Subcontract is terminated for convenience, the Subcontractor shall be compensated in accordance with Part 49 of the Federal Acquisition Regulations (FAR) and FAR 52.249-2 in effect on this Subcontract's date, the applicable provisions of which are hereby incorporated by reference and given effect as if set forth in full herein.

ARTICLE 36 TERMINATION FOR DEFAULT DAMAGES FOR DELAY TIME EXTENSIONS

- A. If the Subcontractor refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will ensure its completion within the time specified in this Subcontract, or any extension thereof, or fails to complete said work within such time or in accordance with the material terms of the Subcontract, the University may, by written notice to the Subcontractor, terminate its right to proceed with the work or any part of the work. In such event the University may take over the work and prosecute the same to completion, by third-party subcontract or otherwise, and may take possession of, and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Subcontractor's right to proceed with the work is terminated, it and its sureties shall be liable for any damage to the University and the Government resulting from its refusal or failure to complete work within the specified time or in accordance with the material terms of the Subcontract.
- B. Any breach of the environment-safety-health articles or of the socio-economic subcontract clauses, whether expressly set out or incorporated by reference herein, including but not limited to the clauses titled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act - Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Compliance with Davis-Bacon and Related Act Requirements," and "Certification of Eligibility," may be grounds for termination of the Subcontract, and for debarment as a Subcontractor or a Sub-Subcontractor as provided in 29 CFR 5.6.
- C. The Subcontractor's right to proceed shall not be terminated under this Article if:
 - 1. The delay in the completion of the work or failure to comply with other material Subcontract requirements arises from unforeseeable causes beyond the control and without the fault or negligence of the Subcontractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of the University, acts of another contractor in the performance of a contract with the Government or the University, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of Sub-Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Subcontractor and such Sub-Subcontractors or suppliers; and
 - 2. The Subcontractor, within 10 days from the beginning of any such delay (unless the University grants a further period of time before the date of final payment under the Subcontract), notifies the University in writing of the causes of delay or inability to comply with material Subcontract requirements. The University shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment the facts justify such an extension; and its findings shall be final and conclusive on the parties.
- D. If, after notice of termination of the Subcontractor's right to proceed under the provisions of this Article, it is determined for any reason that the Subcontractor was not in default under the provisions of this Article, or that the delay or material breach was excusable under the provisions of this Article, the rights and obligations of the parties shall be the same as if notice of termination had been issued pursuant to the Article of this Subcontract providing for termination for convenience of the University.
- E. The rights and remedies of the University and the Government provided in this Article are in addition to any other rights and remedies provided by law or otherwise under this Subcontract.

ARTICLE 37 PAYMENTS TO SUBCONTRACTOR AND WITHOLDING OF FUNDS

- A. The University may pay the Subcontract price as hereinafter provided.
- B. The University will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the University on estimates approved by the University. If requested by the University, the Subcontractor shall furnish a breakdown of the total subcontract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the University, at its discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Subcontractor at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the Subcontract, and (2) if the Subcontractor furnishes satisfactory evidence that it has acquired title to such material and that it will be utilized on the work covered by this Subcontract.
- C. In making such progress payments, there shall be retained 10 per cent of the estimated amount until final completion and acceptance of the Subcontract work. However, if the University finds that satisfactory progress was achieved during any period for which a progress payment is to be made, it may authorize such payment to be made in full without retention of a percentage. Also, whenever the work is substantially complete (as defined in Division 1), the University shall retain an amount it considers adequate for protection of the University and, at its discretion, may release to the Subcontractor all or a portion of any excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the Subcontract, on which the price is stated separately in the Subcontract, payment may be made therefore without retention of a percentage.
- D. All material and work covered by progress payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Subcontractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the University to require the fulfillment of all the terms of the Subcontract.
- E. Upon completion and acceptance of all work, the amount due the Subcontractor under this Subcontract shall be paid upon the presentation of a properly executed invoice and after the Subcontractor shall have furnished the University with a release of all claims against the University and the Government, arising by virtue of this Subcontract, other than claims in stated amounts as may specifically be excepted by the Subcontractor from the operation of the release. If the Subcontractor's claim to amounts payable under the Subcontract has been assigned, a release may also be required of the assignee. If in its judgement it is necessary to protect the interest of the University and the DOE, the University reserves the right and may obtain releases in favor of the University from any Sub-Subcontractor as a condition of payment to the Subcontractor for either or both progress payments and final payment to the Subcontractor.

ARTICLE 38 CONFIDENTIALITY AND RELEASE OF INFORMATION

- A. Except as required by law, no public release of any information, or confirmation or denial of same, with respect to the performance of work relating to this Subcontract or the subject matter hereof, will be made by Subcontractor or its Sub-Subcontractors without the prior approval of the University. The Subcontractor and its Sub-Subcontractors shall not use or exploit "Stanford University," "SLAC," or any other trademark or logo owned by the University or the Government, in whatever shape or form, without the prior consent of the Subcontract Administrator.
- B. Subcontractor and its Sub-Subcontractors shall not reproduce or disclose any information, knowledge, or data of the University that the Subcontractor or its Sub-Subcontractors receive or have access to in connection with this Subcontract when such information, knowledge, or data is marked confidential, proprietary, trade secret, official use only, or otherwise so expressly designated by the University, the Government, or third-party contractors.
- C. Subcontractor and its Sub-Subcontractors shall have appropriate agreements or policies to ensure compliance with this clause.

ARTICLE 39 ASSIGNMENT

- A. The Subcontractor may not assign—whether by agreement, change of control, merger, or otherwise—the performance of this Subcontract, or any part thereof, without the written consent of the University. Any assignment of accounts or other contract rights under this Subcontract shall not be effective until the University receives written notice from the Subcontractor identifying the specific contract rights so assigned; FURTHER, the University reserves the right to demand that the assignee furnish reasonable proof that the assignment has been made before

making payments to the assignee.

- B. The University may assign this Subcontract, including any and all rights thereunder, to the Government. The University shall provide the Subcontractor written notice of such assignment, and Subcontractor agrees to recognize the assignment and thereupon look to the Government for all payments due or to become due under this Subcontract.

ARTICLE 40 DISPUTES

A. Informal Resolution

1. The Subcontractor shall timely inform the Subcontract Administrator of any claim, controversy, or dispute arising out of or connected with this Subcontract.
2. The parties shall attempt to resolve any dispute, controversy, or claim arising out of related to this Contract in good faith, by direct, informal negotiations. Pending resolution of the dispute, claim, or controversy, the Subcontractor shall proceed diligently with the performance of this Subcontract, in accordance with its terms and conditions.
3. If the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by a third-party mediator selected using and applying the American Arbitration Association's Construction Industry Mediation Procedures (effective July 1, 2015). This procedure can be invoked at any time, but must be initiated no later than 120 days after the Subcontract Administrator receives written notice of a dispute. Each party shall bear its own expenses and the parties shall share the cost of third party mediator equally. If requested by both parties, the neutral third party may offer a nonbinding opinion as to a possible settlement. All discussions with the neutral third party mediator shall be confidential.

B. Formal Resolution

1. If a dispute, controversy, or claim is not resolved under the procedures above, or if under exceptional circumstances, both parties agree to waive the mediation requirement, the dispute will be submitted for binding arbitration by and in accordance with the Construction Industry Arbitration Rules, effective July 1, 2015, of the American Arbitration Association (AAA). Absent agreement to the contrary, the arbitration shall be held in California. A maximum amount of liability for each party from an unfavorable result shall be agreed in mediation or otherwise prior to entering arbitration. Each party shall bear its own expense and the parties shall share the cost of arbitration equally, absent a finding that the losing party's position was unreasonable or frivolous such that it must reimburse costs and fees of the prevailing party in addition to any award amount. Judgment on the award shall be rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and such judgment shall be final and binding.
2. Nothing in this Article shall grant the Subcontractor by implication any statutory rights or remedies not expressly set forth in this Subcontract, or rights or remedies that exceed those rights and remedies that could be afforded by a court with jurisdiction.

C. Governing Law and Venue

1. Any substantive issue of law shall be determined in accordance with the body of applicable Federal law. If there is no applicable Federal Law, the law of the State of California shall apply.

ARTICLE 41 AFFIRMATION AND AGREEMENT

A. THE SUBCONTRACTOR HEREBY STATES, AFFIRMS AND AGREES THAT, with respect to all work which is the subject of this Subcontract:

1. All labor employed thereon or in connection therewith and all payroll taxes and charges (such as Withholding Taxes, Social Security Taxes, and Workmen's Compensation, Disability and Unemployment Taxes and/or Insurance Premiums) shall have been paid in full by the Subcontractor upon completion of the work; and
2. The Subcontractor hereby certifies that it is in compliance with all applicable federal, state, and local labor laws and regulations.
3. All materials, tools, equipment, supplies and services furnished and used upon or in connection with said work shall have been paid for in full; and all legally applicable sales, use, excise and similar taxes on or in

connection with the same shall have been fully paid as of the date of subcontract completion.

4. The SLAC National Accelerator Laboratory is a Federally Funded Research and Development Center, owned by the U.S. Department of Energy, and operated by Stanford University on behalf of the U.S. DOE. The Subcontract concerns construction work for facilities that are owned by or operated on behalf of the United States Government and are exempt from the application of state lien laws or stop payment provisions.
 5. The Subcontractor does hereby remise, release, and forever discharge the University and the United States Government and their officers, agents and employees, and all lands, improvements chattels and other real and personal property connected with or a part of said project, from any and all liabilities, obligations, claims, demands, liens and claims of lien whatsoever under or arising out of said Subcontract and/or said work and which it now has or hereafter might or could have, except those disputes or claims submitted in writing to the Subcontract Administrator and still outstanding as of the date of final payment, as noted on the "Final Release" form.
 6. The Subcontractor will, at its sole cost and expense, forever defend and hold harmless the University and the United States Government from any and all claims, liabilities, obligations and demands and will defend against and obtain the discharge of any and all liens and claims and claims of liens of others arising out of or in connection with said work, including, without limitation, those claimed or asserted by any employee, supplier, or subcontractor of the undersigned, (or by any employee or supplier of any Sub-Subcontractor of the undersigned) or by any governmental agency or insurance carrier.
 7. If this Subcontract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000.00 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.
- B. In the event that any of the work performed by the undersigned on said project (including the materials used or incorporated therein and the workmanship thereof) is the subject of any guaranty or warranty by the undersigned, neither the giving of this release and waiver of lien by the undersigned nor its acceptance by the University shall operate in any way to reduce or modify such guaranty or warranty or to release the undersigned there from. The undersigned further agrees that if it hereafter performs any labor or furnishes any materials, tools, equipment, supplies or services pursuant to such guaranty or warranty, it will fully pay for the same, will pay any and all legally applicable taxes and charges in connection therewith and will release, remise, discharge, defend and hold harmless the University and the United States Government and their officers, agents and employees and the said lands, improvements, chattels and other real and personal property from any and all claims, liabilities, obligations, demands, liens and claims of lien arising in connection therewith all in like manner and to the same extent as is herein provided with respect to labor, materials, etc., heretofore furnished.

ARTICLE 42 EXPORT CONTROLS

Subcontractor agrees that it shall not provide, deliver, or display any information, materials, or products subject to United States export controls, including those subject to the Export Administration Regulations ("EAR") administered by the Commerce Department or the International Traffic in Arms Regulation ("ITAR") administered by the State Department unless it provides written notice of the same at least five (5) business days prior to the delivery or display to legal counsel for the University.

ARTICLE 43 SITE SECURITY AND SENSITIVE FOREIGN NATIONS SITE ACCESS

- A. All Subcontractor and Sub-Subcontractor employees and agents coming on-site must display a valid driver's license if operating a vehicle, or otherwise provide valid government-issued identification.
- B. All Subcontractors and Sub-Subcontractor employees and agents regularly performing work on-site must comply with SLAC site access control, badging, training, and emergency protocols.
- C. All operations of the Subcontractor, Sub-Subcontractors, and their employees and agents, shall take place during times specified in the Written Specifications or Statement of Work and be confined to areas defined in the Written Specifications or Statement of Work, or as otherwise authorized or approved by the University. Noncompliance may result in revocation of access privileges.
- D. Subcontractor employees, agents, and Sub-Subcontractors shall access SLAC computers and networks only when

such access is reasonably necessary in performing the Subcontract, or otherwise as expressly authorized by the Subcontract Administrator. If such access is permitted, Subcontractor employees, agents, and Sub-Subcontractors must comply with SLAC cybersecurity policies and standards governing the use of SLAC computers and networks.

- E. With the exclusion of GFP furnished to the Subcontractor and Subcontractor's property used in the performance of the Subcontract, all other property on-site belongs to the University or the Government and shall not be removed without express written authorization from the Subcontract Administrator.
- F. Unless otherwise specified in Division 1, all Subcontractor and Sub-Subcontract employees and agents coming on-site must park in areas designated by the Subcontract Administrator or the SLAC Security Office.
- G. In accordance with the Department of Energy Acquisition Regulation 952.204-71 "Sensitive Foreign Nations Controls (Mar 2011)" and the current version of the DOE Order governing Unclassified Foreign Visits and Assignments (DOE Order 142.3A), specific approval requirements for certain non-U.S. Persons ("U.S. Persons" = U.S. citizens and Permanent Residents) working at SLAC National Accelerator Laboratory have been established for Subcontractors and must be flowed down to Sub-Subcontractors. In accordance with these controls, non-U.S. Person Subcontractor and Sub-Subcontractor employees performing any effort under this purchase order/subcontract on-site shall be subject to the requirement for the completion and submittal of an online registration form: http://www-group.slac.stanford.edu/esh/security/badge_subcontractor.htm, and may be subject to additional access restrictions pursuant to the DOE Order governing Unclassified Foreign Visits and Assignments.

ARTICLE 44 THIRD PARTIES

Nothing contained in this Subcontract shall create or give to third parties any claim or right of action against the University or DOE.

(END OF TERMS AND CONDITIONS)

SLAC NATIONAL ACCELERATOR LABORATORY
On Site Supplemental Terms and Conditions for “Non-Green” Services

1. CLAUSES INCORPORATED BY REFERENCE

The Article of the Standard Terms and Conditions entitled “Clauses Incorporated by Reference” is supplemented with the following clauses:

DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

DEAR 952.204-77 COMPUTER SECURITY (AUG 2006), in Subcontracts in which the Seller may have access to computers owned, leased or operated on behalf of the Department of Energy

2. BUYER MONITORING OF THE WORK

A. The Seller is responsible for performing the work called out herein in a manner fully compliant with all Subcontract requirements. For oversight purposes and any other reason specified in the Subcontract, the work under this Subcontract is subject to monitoring and quality assurance surveillance by the Technical Representative.

B. The Technical Representative shall not impose tasks or requirements upon the Seller additional to or different from those required by the Subcontract. The Technical Representative shall provide such technical guidance to the Seller as may be appropriate and reasonable to assure compliance with all specifications, technical requirements, and other obligations of the Subcontract.

3. GOVERNMENT-FURNISHED PROPERTY

A. The requirements of this Article three (3) apply when certain Buyer-provided property (hereinafter referred to as Government-furnished property or “GFP”) is provided to the Seller in performance of the Subcontract. The schedules set forth in this Subcontract are based upon the premise that the GFP will be delivered to the Seller in sufficient time to enable Seller to meet said schedules. In the event that such GFP is not delivered to Seller in sufficient time to enable Seller to meet the said schedules, the Buyer shall, if requested by the Seller, determine if any unreasonable delay has occurred, and if so, shall grant a reasonable extension of the time for completion of performance.

B. Title to such GFP shall be and remain with the Government, and shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall any such property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of affixation to any realty. The Seller shall maintain adequate property control records of such property consistent with good business practice and as may be prescribed by the Government or the Buyer, and shall cause all such property to be clearly marked (if not so marked) to show that it is property of the Government.

C. GFP shall be used for the performance of this Subcontract only.

D. The Seller shall, in accordance with sound industrial practice, protect and preserve such GFP until completion by the Seller of all work required by this Subcontract. Should any repair or replacement of any such property become necessary during the term of this Subcontract other than by reason of the negligence or fault of the Seller, the same shall be made by the Seller with the approval of and for the account of the Buyer and the title thereto shall vest in the Government and any delay occasioned thereby shall be considered an excusable delay under this Subcontract.

E. Unless otherwise provided in this Subcontract, the Seller assumes the risk of and shall be responsible for any loss of or damage to the GFP in its possession except for reasonable wear and tear, or due to causes unrelated to the Seller’s fault or negligence.

F. The Government and the Buyer shall at all times have access to the premises wherein any GFP is located.

G. Upon completion of this Subcontract, the Seller shall submit, in a form acceptable to the Buyer, inventory schedules covering all items of GFP utilized in the performance of this Subcontract (including any resulting scrap), not theretofore delivered to the Government or the Buyer.

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4. SELLER PERSONNEL

- A. All Seller employees performing the work under this Subcontract shall have that level of education, experience, physical competence, and training required for the skillful, workmanlike, efficient and safe carrying out of their Subcontract tasks and shall carry out such tasks in like manner.
- B. Only persons who are eligible to work in the United States of America (U.S. citizens, green card holders, or those with the appropriate visa) may be employed to work at this site. Sellers and their employees must show government-issued identification to gain access to this site, and persons who are unable to provide proper I.D. will not be permitted to enter SLAC premises.
- C. In the event that non-English speaking workers are utilized, the Seller shall, at all times when work activity is on-going, have a designated worker who is bilingual in English and the language of those workers on site to interpret work instructions and safety orders.
- D. At the request of the Buyer, the Seller shall notify the Buyer, in writing, of the names of all of its personnel and its sub tiers together with a summary of the extent and character of the work to be done by each.

5. WORK HOURS AND HOLIDAYS

- A. The Seller will be permitted to work in the work areas, and delivery of materials may be made, during normal working hours (6:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise indicated in the Contract Documents) and, when authorized in advance by the Procurement Specialist, after hours, on holidays, or weekends.
- B. SLAC holidays:
- | | |
|---------------------------------------|---------------------------------|
| New Year's Day | Independence Day |
| Martin Luther King's Birthday Holiday | Labor Day Holiday |
| President's Birthday Holiday | Thanksgiving: Thursday & Friday |
| Memorial Day Holiday | Christmas - two days |
- Additionally, SLAC is usually shut down during the period between Christmas and New Year's Day.
- C. Unless required by law, no extra payment will be allowed for extra expense incurred by the Seller for its employees working holidays.

6. COOPERATION WITH OTHER SELLERS AND BUYER PERSONNEL

Other Seller and Buyer personnel may be working in or occupying the work area within and adjacent to the Seller's work area. All Sellers shall have equal rights to use the haul roads, grounds, utilities, etc., and shall coordinate their activities which may be in conflict so as to cause a minimum of interference. The Seller shall cooperate with others in the scheduling of work to avoid undue inconveniences to all concerned. The Seller shall not commit or permit any act which will interfere with the performance of work by any other Seller or by Buyer employees.

7. NOTICE OF LABOR DISPUTES

Whenever an actual or potential labor dispute is delaying or threatens to delay the performance of the work, the Seller shall immediately notify the Buyer in writing. Such notice shall include all relevant information concerning the dispute and its background.

8. GENERAL SCOPE OF WORK

Except as otherwise indicated in the Subcontract Documents, the Seller shall furnish all labor, materials, tools, equipment, incidentals, and submittals necessary to prepare for and perform the work. Where standards are not specified, the Seller shall perform the work in accordance with the best general practice and industry standards, and provide materials and workmanship of the first quality. Where the Subcontract Documents do not provide complete details, the Seller shall seek written clarification from the Buyer, with an explanation of the details of the planned method for meeting the Subcontract requirement.

9. BUYER MONITORING OF THE WORK

A. Seller is responsible for performing the work called out herein in a manner fully compliant with all Subcontract Documents. As an aid to assessing, accepting, and approving the Seller’s performance, the work under this Subcontract is subject to monitoring and quality assurance surveillance by the Technical Representative.

B. The Technical Representative shall not impose tasks or requirements upon the Seller additional to or different from those required by the Subcontract Documents. The Technical Representative shall provide such technical guidance to the Seller as may be appropriate and reasonable to assure compliance with all specifications, technical requirements, and other obligations of the Subcontract.

C. Back Charge for Extraordinary Monitoring. The Buyer monitors compliance with Subcontract requirements for its own benefit. Monitoring is performed by the Technical Representative or other representatives such as safety personnel, inspection and testing vendors, security personnel, and by the Procurement Specialist.

1. In the event that Seller’s performance is not in accordance with the Subcontract or applicable laws and regulations, the Buyer may incur increased costs for monitoring in order to verify that corrections have been made by the Subcontractor and compliance achieved. The Buyer, at its election, may recover costs of this extraordinary effort by reducing the amount of the Subcontract price as set forth below, in addition to any other remedies available.

2. Isolated noncompliance. Upon a first (single) occurrence of material noncompliance with a Subcontract requirement or applicable law or regulation, the Technical Representative or designee and the Seller’s on-site representative shall agree on the correction to be made and the schedule for the correction.

3. If agreement is not reached the Technical Representative or designee and the Seller’s on-site representative shall immediately contact the Procurement Specialist for resolution. Each time the Technical Representative or designee checks for compliance, a reasonable back charge will apply if material compliance has not been achieved, and a revised schedule for correction shall be established. If the Technical Representative or designee and the Seller’s on-site representative do not agree on the status of compliance, they shall immediately contact the Procurement Specialist for resolution.

4. Continuing, repetitive, or multiple noncompliance: In the event of continuing, repetitive, or multiple noncompliance, back charges shall apply during each instance where the Technical Representative or designee is required to take action to obtain compliance, including but not limited to assignment of a full-time Buyer inspector to the project. If the Technical Representative or designee and the Seller’s on-site representative do not agree on the status of the work, they shall immediately contact the Procurement Specialist for resolution.

5. Back charges for extraordinary monitoring shall be at the rate of \$100 per hour for a minimum of one hour per incident. Any monetary adjustment by the Buyer for extra monitoring is independent of that which may be otherwise charged against the Seller by any external regulatory or oversight agencies.

10. SITE INVESTIGATION, REPRESENTATIONS, AND SPECIFICATIONS

A. The Seller acknowledges that it has satisfied itself as to the nature and location of the work; the general and local conditions, particularly those bearing upon work hazards and safety, transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, and similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters upon which information is reasonably obtainable and which can in any way affect the work or the cost thereof under this Subcontract. The Seller further acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, from exploratory work done by the Buyer, as well as from information presented by the drawings and specifications made a part of this Subcontract.

B. Any failure by the Seller to acquaint itself with all of the available information will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Buyer

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assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the execution of this Subcontract, unless (1) such understanding or representations are expressly stated in the Subcontract, and (2) the Subcontract expressly provides that the responsibility therefore is assumed by the Buyer.

C. Should the Subcontract Documents and Seller’s reasonable inspection in accordance with Subparagraph A not adequately convey the actual physical or operating conditions expected to be encountered in the execution of the Work of this Subcontract, it shall be the responsibility of the Seller to so advise the Buyer. Such advice shall be in writing and shall be submitted to the Buyer in sufficient time prior to the scheduled completion of the work so that a revision to drawings or specifications may be made, if necessary.

11. PREPARATIONS, STORAGE, AND ANCILLARY OPERATIONS

A. Except as otherwise indicated in the Technical Specifications, the Seller shall deactivate, remove, relocate, store, protect, reinstall, reactivate, and return to original condition all furnishings, equipment, other property, and landscaping, and otherwise prepare for the work, including but not limited to utility shutdowns and disconnections, systems draining and purging, rigging, removal and storage of all furnishings, equipment, other property and landscaping, utility reconnection and startup, systems charging and startup, and replacement and refurbishment of property to original condition.

B. Warehouse, shop, tool storage, office facilities and stockpile areas may be provided by the Subcontractor at its own expense. The Seller may, in locations on the site to be designated by the Buyer, erect structures, install utilities, and establish storage areas as may be necessary to perform the work under the Subcontract. The Seller is responsible for the safekeeping of all its materials, tools, and equipment. All of the above structures and facilities shall remain the property of the Seller, and, unless otherwise authorized by the Buyer, shall be removed from the site of the work at the Seller’s expense upon completion of the work or when directed by the Buyer. After such removal, the sites thereof shall be cleaned up and restored to the satisfaction of the Buyer and in compliance with applicable law.

C. Only materials, appliances, and plant to be used for the performance of the Subcontract work may be stored in stockpile areas or in warehouses and shop facilities (whether erected by the Seller or not) located on Buyer-controlled land. If the Seller abandons the performance of the subcontract work or if the Subcontractor’s right to proceed is terminated pursuant to FAR 52.212-4(M), the Seller shall hold and save the Buyer, the Government, and their officers and agents free and harmless from any liability of any nature or kind arising from the Buyer’s entry into such stockpile areas, warehouses, or shop facilities and from the Buyer’s taking possession of and utilizing such materials, appliances, and plant in completing the subcontract work.

D. No unauthorized or unwarranted entry upon or passage through, or storage or disposal of materials shall be made upon Buyer or SLAC premises. The Seller shall be liable for any and all resulting damage caused by it to such Buyer or SLAC premises, including all removal or restoration costs.

E. The Seller shall use only established roadways or it may construct and use such temporary roadways only as may be authorized by the Buyer. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicles or prescribed by any Federal, State, or local law regulations. When it is necessary to cross curbing or sidewalks, operate heavily loaded vehicles over developed areas, or operate track-type vehicles on surfaced streets, sidewalks or developed areas, protection against damage shall be provided by the Seller and any damaged roads, curbing, sidewalks or developed areas shall be repaired by, or at the expense of, the Subcontractor.

12. ENVIRONMENTAL, SAFETY, AND HEALTH PROTECTION – CODES AND STANDARDS

A. All work performed by the Seller and its sub tiers shall be in accordance with the applicable Federal, State, and local environmental laws, codes, standards, and regulations, including those described in this Article.

B. The Seller and its sub tiers shall also perform work in accordance with the following Buyer-specific requirements, which are largely consistent with applicable regulatory requirements: (1) SLAC’s Worker Safety and Health Program (<http://www-group.slac.stanford.edu/esh/general/wshp/WSHP.pdf>), including those regulations and standards listed in Appendix B thereto; (2) SLAC’s ES&H Manual Chapter 42 “Subcontractor Safety”; and (3) any additional safety and environmental requirements, codes, standards, and regulations detailed in the specifications or statement of work.

C. All codes, standards, and referenced specifications in the Subcontract Documents shall mean latest

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edition, including supplements when such exists, unless otherwise stated. Where differences exist in the levels of protection prescribed in applicable codes, standards, and referenced specifications, the level which provides the greatest protection to the Buyer shall govern, unless otherwise stated. Any variances from the codes and standards noted by the Seller in the specifications and drawings shall be brought to the Procurement Specialist’s attention immediately by notification in writing.

D. The Government, the State of California, and local jurisdictions may have the authority to fine the Buyer, the Seller and sub tiers for failure to comply with 10 CFR 851 or applicable safety, health, and environmental laws. The Buyer reserves the right to pass these fines on to the Seller if the non-compliance results from its failure to comply with applicable laws and standards.

13. ENVIRONMENTAL PROTECTION REQUIREMENTS

A. All personnel and equipment necessary for the protection of the environment in performance of the Subcontract shall be the responsibility of and shall be provided by the Seller. Failure to maintain adequate measures to ensure protection of the environment as required by applicable laws and Buyer standards may result in termination for default, and assessment of clean-up costs.

B. Materials, processes and activities that the Seller proposes to employ that are governed by the Clean Air Act must conform to requirements specified by the Bay Area Air Quality Management District (BAAQMD). Refer to BAAQMD regulations for details on the relevant materials.

C. All on-site activities shall include Best Management Practices (BMPs), required by the Clean Water Act, to prevent the introduction of hazardous and non-hazardous materials into stormwater or conveyances that transport stormwater off-site to streams and the Bay.

D. Hazardous waste management shall be coordinated with SLAC’s Waste Management Group.

E. Sellers, their personnel and sub tiers shall not bring radioactive materials or radiation generating devices on Buyer or SLAC premises without prior express approval from the Procurement Specialist and designated representatives from the Buyer’s Radiation Protection Department. Examples of such radioactive materials and radiation generating devices are available at: <http://www-group.slac.stanford.edu/esh/rp/RPmaterialTC.pdf>.

F. All work shall be performed in a manner consistent with SLAC’s Environment, Safety and Health Policy available at: http://www-group.slac.stanford.edu/esh/about_esh/eshpolicy.htm.

14. WORKER SAFETY AND HEALTH PROGRAM IMPLEMENTATION

A. Seller is responsible for safe working practices and shall ensure the safety of their personnel, sub tier personnel, Buyer personnel, other personnel and visitors, Buyer and Government property, and private property in the performance of the Subcontract. Seller, its personnel and sub tiers shall comply with all applicable safety and health laws, standards, and regulations.

B. In accordance with SLAC’s Worker Safety and Health Program and ES&H Manual Chapters 2 and 42, Seller shall implement, and require its personnel and sub tiers to implement, Work Planning and Control (WPC) that ensures that the overall project and each defined work activity conforms to SLAC’s WPC program. In addition, to the extent an on-site incident or accident requiring investigation occurs, the Seller shall fully cooperate in such Buyer and DOE investigations, including by providing access to relevant documentation and personnel in accordance with DOE O 225.1B, titled Accident Investigations. The WPC process elements shall include the following steps: (a) Define scope; (b) Analyze hazards; (c) Identify and implement controls; (d) Perform the work within controls; (e) Provide feedback and improvement. Additionally, the WPC process shall include the proper authorization and release of all work on a daily basis by the Technical Representative and the Seller.

C. The Seller shall establish processes to ensure hazards are identified and abated routinely. All workers shall be encouraged to engage in the hazard identification and control process and speak up when they have a concern.

D. The Seller shall ensure that its personnel and sub tiers understand that they may decline work or stop others from performing work if the work may create an “imminent danger,” or when a worker does not believe there is sufficient time to abate a hazard through the standard means in the performance of the task. An “imminent danger” situation is defined as one that could result in serious injury, death, or significant

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environmental or property damage. A process shall be established for employees to communicate to their supervisor and work together to mitigate imminent dangers.

E. All personnel and equipment necessary for the Worker Safety and Health Program implementation shall be the responsibility of and shall be provided by the Seller to assure public safety and properly guard against personal injury or property damage. Examples include: Flaggers, signs, barricades, fences, lights, fire extinguishers, and similar precautions.

F. Seller and sub tier personnel shall be made available for interviews; equipment shall be made available for inspection, measurement and testing; work planning and training documentation shall be provided to Buyer and DOE upon request.

G. Failure to maintain adequate measures to ensure safe working practices and safety as required by applicable laws and Buyer standards may result in termination for default.

15. ENVIRONMENTAL, SAFETY, AND HEALTH COMPLIANCE, OVERSIGHT, AND ENFORCEMENT

A. All Buyer employees, agents, and subcontractors, and DOE employees and agents, have the authority and responsibility to identify and stop any activity creating an imminent danger as defined in the Article in the General Terms and Conditions entitled “Quality of Items and Counterfeit Parts.” If directed to stop an activity creating an imminent danger, the Seller shall comply, and immediately contact the Technical Representative for further direction.

B. The Seller is required to effectively address environmental, safety, and health compliance concerns on a continual basis. The Seller shall immediately correct environmental, safety, and health non-compliances and hazards upon the request of the Technical Representative or Procurement Specialist. Further, the Technical Representative or Procurement Specialist may, at their discretion, issue a written notice of violation if the work is found to be non-compliant with the applicable environmental, safety, and health laws and SLAC standards. DOE staff are also authorized to inspect construction projects, communicate deficiencies to SLAC management, and request work be stopped due to imminent danger or regulatory violations.

C. If a notice of violation is not adequately addressed in the time specified in the notice, or if at any time the Seller or its sub tier’s activities present an imminent danger or violate applicable environmental, safety and health laws and standards, the Procurement Specialist or Technical Representative may issue a written stop work order until the dangerous or non-compliant activities are remedied at the Seller’s expense. The Seller shall be required to recover the schedule at its expense, and may be required to reimburse the Buyer for extraordinary monitoring as described in this Subcontract. The Seller shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage resulting from its non-compliance with environmental, safety, or health related requirements.

16. RETURN OF SLAC BADGES, KEYS, AND DOSIMETERS

Loss of SLAC badges, keys, and dosimeters present significant security risks and replacement costs for the Buyer. Seller must track ID badges, keys, and dosimeters received by its employees, and notify the Procurement Specialist of any missing badges, keys, or dosimeters as soon as such loss is discovered, and in no event later than closeout. Further, in addition to any other remedies available under this Subcontract, the Buyer may charge, at its discretion, a penalty of \$500 per ID badge, key, or dosimeter not returned to the SLAC Security Office within five (5) days of the completion of the Seller’s performance. Such penalties shall be deducted from the final payment. The Buyer may, at its discretion, require a certification from the Seller that it has complied with this requirement and has reported to the Procurement Specialist any missing ID badges, dosimeters, or keys.

17. SITE SECURITY AND SENSITIVE FOREIGN NATIONS SITE ACCESS

A. All Seller personnel coming on-site must display a valid driver’s license if operating a vehicle, or otherwise provide valid government-issued identification.

B. All Seller personnel regularly performing work on-site must comply with SLAC site access control, badging, training, and emergency protocols.

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- C. All operations of the Seller shall take place during times specified in the Subcontract and be confined to areas defined in the Subcontract, or as otherwise authorized or approved by the Buyer. Noncompliance may result in revocation of access privileges.
- D. Seller shall access SLAC computers and networks only when such access is reasonably necessary in performing the Subcontract, or otherwise as expressly authorized by the Procurement Specialist. If such access is permitted, Seller must comply with SLAC cybersecurity policies and standards governing the use of SLAC computers and networks.
- E. With the exclusion of GFP furnished to the Seller and Seller’s property used in the performance of the Subcontract, all other property on-site belongs to the Buyer or the Government and shall not be removed without express written authorization from the Procurement Specialist.
- F. Unless otherwise specified in the Subcontract, Sellers coming on-site must park in areas designated by the Procurement Specialist or the SLAC Security Office.
- G. In accordance with the Department of Energy Acquisition Regulation 952.204-71 “Sensitive Foreign Nations Controls (Mar 2011)” and the current version of the DOE Order governing Unclassified Foreign Visits and Assignments (DOE Order 142.3A), specific approval requirements for certain non-U.S. Persons (“U.S. Persons” = U.S. citizens and Permanent Residents) working at SLAC National Accelerator Laboratory have been established for Sellers and must be flowed down to their sub tiers. In accordance with these controls, Seller’s personnel performing any effort under this purchase order/subcontract on-site shall be subject to the requirement for the completion and submittal of an online registration form: http://www-group.slac.stanford.edu/esh/security/badge_subcontractor.htm, and may be subject to additional access restrictions pursuant to the DOE Order governing Unclassified Foreign Visits and Assignments.

18. INSURANCE

- A. Seller shall secure and maintain in effect at all times during the performance of the work under this Subcontract the coverages of insurance, set forth below, which shall be maintained with companies, underwriters or underwriting firms under forms of policies satisfactory to the Buyer. **The Seller shall furnish to the Buyer concurrently with the execution of this Subcontract and prior to commencing any performance thereof, two (2) copies of a Certificate of Insurance substantiating the said coverages and endorsements described below.** The types and levels of required insurance for all Subcontracts are as follows:
1. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired vehicles with a combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 2. Commercial General Liability with insurance limits not less than one million dollars (\$1,000,000) per occurrence.
 3. Worker’s Compensation Insurance of not less than \$1,000,000 per person; \$1,000,000 per accident with an endorsement containing a clause waiving subrogation.
- B. Seller shall provide the following endorsements to its Commercial General Liability policy and/or ensure that the Commercial General Liability insurance policy is amended, if needed, to include the following:
1. An endorsement naming the Buyer, Board of Trustees of the Leland Stanford Jr. University, its trustees, officers, employees, faculty, students, volunteers, and agents and DOE as additional insureds under said Commercial General Liability policies with respect to liability arising out of or in any way connected with the performance of the Subcontract and stating that said policies are primary as to any loss to which the insurance coverage provided thereby is applicable without right of contribution from any insurance otherwise maintained by the Buyer or DOE.
 2. A cross liability or severability of interest clause.
 3. A clause waiving subrogation.
 4. Inclusion of contractual liability insurance and a statement nullifying any clause in such insurance policies excluding liability assumed under contract.
- C. The Seller, by its signature to this Subcontract, warrants that all of the insurance required by this Subcontract is currently in effect and will be maintained throughout the period of this Subcontract, except that

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the minimum coverage specified above must not be encumbered by other claims during the period of performance by more than ten percent (10%) of the coverage specified.

19. ASSUMPTION OF RISK UNTIL FINAL ACCEPTANCE

The Seller shall and does hereby assume all risks and responsibility for damage to its work and materials from fire, earthquake, storm and/or other causes prior to the completion and acceptance of the work pursuant to the Article of the General Terms and Conditions entitled “Inspection and Acceptance of Items or Services”, and shall at its own cost and expense repair and/or replace any work or materials damaged or destroyed.

20. MISCELLANEOUS SITE POLICIES

- A. Radios, tape decks and Compact Disc (CD) players are prohibited in any work area.
- B. Except to the extent provided by law, pets are not permitted on-site.

SUPPLY CHAIN MANAGEMENT

Section H – Special Terms and Conditions

Special Article 1 – PRIMAVERA CONTRACT MANAGEMENT (PCM)

The Contractor shall utilize SLAC-provided licenses for Primavera Contract Manager (PCM) web-based software during all phases of the construction project for the exchange of information including, but not limited to, project correspondence and communications, design reviews, issues and issue resolution, documentation of the administration of construction subcontract including submittals, substitutions, request-for-information inquiries, and for documenting change in the work scope. The total number of Contractor-requested SLAC-provided licenses and the roles and responsibilities of the Contractor participants (users of the licenses) must be identified in the proposal and agreed to at the time of award.

Special Article 2: ELECTRONIC WEB SUBMITTAL OF LABOR COMPLIANCE REPORTS (DAVIS-BACON)

Each Contractor and Lower-tier subcontractor shall submit weekly certified payroll reports and labor compliance documentation electronically to SLAC utilizing Labor Compliance Program Tracker (LPCtracker), a web-based software tool. Access to LCP tracker is granted by SLAC; each Contractor will be issued a unique log-on identification and password.

Special Article 3: KEY PERSONNEL

The personnel specified below are considered essential to the work performed hereunder. The Contractor shall notify the Purchasing Officer in writing 30 calendar days prior to changing key personnel of its own volition. Notification shall include justification (including proposed replacement) in sufficient detail to permit evaluation of the impact on the performance of this Subcontract. No replacement shall be made by the Contractor without the written consent of the Purchasing Officer. The list of key personnel may be modified from time to time during the course of this Subcontract to either add or delete personnel, as appropriate.

(Please populate or remove as necessary)

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Special Article 4: URL DOE WH PUBLICATION 1321

DOL Notice to Employees Working on Federal and Federally Financed Construction Projects poster
(DOE WH Publication 1321):

http://www.osha.gov/pls/epub/wageindex.download?p_file=F23805/wh1321.pdf

Special Article 5 - TIME IS OF THE ESSENCE

Time is of the essence for the completion of the work described in this contract. It is anticipated by the parties that all work described herein will be completed within the schedule agreed to by both parties and that any delay in the completion of the work described herein shall constitute a material breach of this contract.

SUPPLY CHAIN MANAGEMENT

Section J – List of Attachments

Document Type	Attachment No.	Description	Pages	Date
PDF	1	E-Verify	1	July 20, 2016
PDF	2	QA Questionnaire	5	August 2015
PDF	3	Sample Certificate of Insurance	2	January 1, 2009
PDF	4	Worker Safety and Health Program Acknowledgment Form	1	October 27, 2010
PDF	5	Subcontractor Safety Qualification Form	5	June 24, 2014
PDF	6	Wage Determination No. CA170029, Mod. 7	50	March 31, 2017
PDF	7	SLAC On-Site Medical Services	2	May 16, 2012

SECTION J, ATTACHMENT 01**SUPPLY CHAIN MANAGEMENT**

TO: All Suppliers
FROM: Dan McCloskey, Procurement Specialist
SUBJECT: E-Verify Verification
DATE: July 20, 2016

E-Verify: this is an internet based system that compares information from an employee's Form 1-9, Employment Eligibility Verification, to data from U.S Department of Homeland Security and Social Security Administration records to confirm employment eligibility. E-Verify are not required for individuals that are working as consultants (not associated with a firm).

Please provide a copy of your company's Memorandum of Understanding (MOU) in E-Verify, as required by SLAC terms and conditions 52.222-54, Employment Eligibility Verification. Go to <http://www.uscis.gov/e-verify/about-program/e-verify-employers-search-tool> to enroll in E-Verify.

See the Homeland Security site in order to comply with this requirement
http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement is for United States based companies only.

LCLS II QA/QC QUESTIONNAIRE FOR FABRICATORS & SUPPLIERS

SECTION J, ATTACHMENT 02

In an effort to assist the SLAC LCLS II vendor evaluation process, this questionnaire was developed to learn about the quality systems of a potential fabricator or supplier

This questionnaire was designed to be utilized as an initial survey of a supplier's quality systems. It is not necessarily a substitute for a formal on-site supplier evaluation.

This questionnaire is to be completed and returned by the supplier.

Note:

*Companies, suppliers and fabricators submitting quotes, (in an effort to provide items and services to the LCLS II), are **exempt** from completing this QA Questionnaire within their bid packages if the bidder has previously submitted the LCLS II QA Questionnaire within the last 24 months.*

QA Questionnaires may still be required within the 24 month exemption period if a different production facility, within their organization, will be utilized to provide items to the LCLS II.

☐

Please check if exemption applies and sign below:

Organization/Signature _____ Date _____

Issued and evaluated by: The LCLS II Quality Assurance Group
Aug. 2015 version

GENERAL INFORMATION

Company Name: _____

Company Address: _____

Telephone Number: _____

Names of:

Production Manager _____

Quality Manager _____

How many additional employees perform QA/QC functions? _____

Is your facility capable of working more than one shift? YES NO

If yes, how many. _____

Please list any Quality Assurance registrations, certifications, or distinctive awards
(examples: Iso 9000, Mil-Specs, Six Sigma process controls, etc.)

Please list any special Quality test or verification equipment
(examples: CMM machine, leak test equipment, optical, etc.)

Prepared by: _____

Title: _____ Date: _____

1.0 **QUALITY SYSTEMS**

- 1.1 Is there a written QA Plan or QA Program? YES NO
- 1.2 Who is responsible for QA in Plant? _____

- 1.3 Are QA processes, and inspection functions audited by your QA organization?
YES NO If yes, please indicate frequency _____
- 1.4 Are process control and inspection instruments periodically calibrated?
YES NO How often? _____
- 1.5 Are calibration records available for gages and instruments? YES NO
- 1.6 Are these traceable to NIST or other National or International Standards?
YES NO List if Yes _____
- 1.7 Are gage blocks or secondary standards available to inspectors? YES NO
- 1.8 Are your suppliers' test reports and records checked for acceptability?
YES NO
- 1.9 Are records kept showing the acceptance, rejection, or disposal of material?
YES NO If yes, briefly describe the process:

- 1.10 Are there any certifications under any other licensing or qualification program?
(AWS-ASME Welder Qualifications, Nondestructive Test Society, etc.)
YES NO If yes, please describe

- 1.11 Do you consider corrective action or matters resulting from customer complaints?
YES NO How do you respond to them? _____

2.0 **CONTROL OF PURCHASED ITEMS**

2.1 Do you qualify suppliers and subcontractors? YES NO

If yes, please describe:

2.2 Do you visit the subcontractor's plant facilities? YES NO

2.3 Are incoming materials inspected? YES NO

If yes, please describe:

2.4 Do you have a system for identification and labeling of materials?

YES NO

2.5 Is defective material identified and segregated? YES NO

If yes, describe process:

2.6 Is reworked material reinspected? YES NO

2.7 Is space for storage and control of materials adequate? YES NO

2.8 Are records kept showing the acceptance, rejection, or disposal of material?

YES NO

If yes, please describe how:

2.9 Do you have a system for disposition of nonconforming materials? YES NO

3.0 **PROCESS CONTROL**

3.1 Do you have a process inspection function? YES NO

By whom? _____

3.2 Do you have a system for reviewing new process specifications and inspection instructions? YES NO

3.3 Do you have an in-process identification and recording systems such as routing cards? YES NO

4.0 **ENGINEERING CAPABILITY**

4.1 Do you have capability for producing shop drawings, tooling design?
YES NO

4.2 Are customer specifications interpreted into shop specifications and inspection instructions? YES NO

4.3 Are drawing and specifications prepared for purchase orders and subcontractors? YES NO

4.4 Are drawings and specifications kept up to date and controlled?
YES NO

4.5 Are revisions reviewed for conformity to customer's specifications?
YES NO

If yes, please describe how and identify the person responsible for this function:

4.6 Are revisions reviewed for quality requirements before submission for customer approval? YES NO

5.0 **FINAL INSPECTION**

5.1 Is there a final inspection step before delivery to the customer?
YES NO

5.2 Does the organization have final inspection function separate from production function? YES NO

5.3 Are written inspection instructions, product specifications, and drawings available? YES NO

How are these reviewed and kept up-to-date?

**PLEASE ATTACH ANY ADDITIONAL SUPPORTIVE DOCUMENTATION OR
INFORMATION ABOUT YOUR ORGANIZATION'S QUALITY PROGRAM**

(example: QA Plan, Listing of QC capabilities, travelers, tags, NCR format, etc.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR CONTRACTS <\$100K - NO AMOUNT LESS THAN \$2MIL CONTRACTS >\$100K & <\$1MIL - NO AMOUNT LESS THAN \$3MIL CONTRACTS >\$1MIL - NO AMOUNT LESS THAN \$5MIL GEN'L AGGREGATE LIMIT APPLIES <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				NO AMOUNT LESS THAN \$1MIL NO STATU-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Board of Trustees of the Leland Stanford, Junior, University (University), the U.S. Dept. of Energy (DOE), and their officers, employees, and agents, are additional insureds under Comprehensive General Liability Policies [if construction, insert project name or P.O. #]; such policies are primary as to any loss to which the insurance coverage provided thereby is applicable, including bodily injury, personal injury, property damage, and vehicle liability, without right of contribution from any insurance otherwise maintained by the University or DOE. Insurer waives all rights of subrogation against the University and DOE. The policy shall include a cross liability or severability of interests clause in addition to the waiver of subrogation.

CERTIFICATE HOLDER

The Board of Trustees of the Leland Stanford, Jr. University
 2575 Sand Hill Road
 Menlo Park, CA 94025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



ENVIRONMENT, SAFETY & HEALTH DIVISION

Chapter 42: [Subcontractor Safety](#)

Worker Safety and Health Program Acknowledgement Form

Product ID: [509](#) | Revision ID: 1244 | Date Published: 27 October 2010 | Date Effective: 27 October 2010URL: <http://www-group.slac.stanford.edu/esh/eshmanual/references/subcontractorFormWSHP.pdf>**Submission of this completed form is a prerequisite for issuance of the notice to proceed.***To be completed by the vendor representative. (Note a separate form must be submitted for all sub-tier subcontractors)*Purchase Requisition Number: 273039

Supplier / Vendor: _____

Prepared by (foreman / supervisor
for the job if possible): _____ Phone: _____ Cell Phone: _____

Supplier / Vendor Point of Contact: _____ Phone: _____ Cell Phone: _____

10 CFR 851 Compliance

As a subcontractor to SLAC, you fall under the requirements of 10 CFR 851 (Worker Safety and Health Program) while your workers are physically located at SLAC.¹ As such, you must be aware of, and comply with, the requirements of this regulation. You can find further details about these requirements at "Worker Safety and Health Program – Subcontractors", at <http://www-group.slac.stanford.edu/esh/general/wshp/subcontractors.htm>. This information is provided **only** as a guide – it is your responsibility to ensure you have read and understand the actual regulatory requirements.

Name: _____ Signature: _____ Date: _____

I certify that that I have read the requirements of 10 CFR 851 and attest that our work on this subcontract will comply with the requirements of 10 CFR 851 and SLAC's WSHP.

Will you have any employees that will work on-site at SLAC for 30, 8-hour days in a twelve-month period, or are enrolled for any length of time in a medical or exposure monitoring program required by federal, state or local regulations (including, but not limited to: hearing conservation, respiratory protection, lead exposure, beryllium exposure, etc.)?

☐ No

☐ Yes; If yes, you will need to have comprehensive occupational medicine services for your workers and comply with the Occupational Medicine requirements of 10 CFR 851 Appendix A §8 (see "Worker Safety and Health Program – Subcontractors", at <http://www-group.slac.stanford.edu/esh/general/wshp/subcontractors.htm>).

If you answered yes above, please provide your occupational medicine provider contact information:

Clinic/Physician: _____

Phone: _____ E-mail: _____

If you have any questions in filling out this form, please contact the SLAC procurement specialist.

¹ Note SLAC is a DOE facility and therefore primarily subject to the health and safety requirements of the DOE, as opposed to Cal/OSHA. However, compliance with Cal/OSHA safety and health requirements will provide equivalent protection.



ENVIRONMENT, SAFETY, HEALTH, AND
QUALITY DIVISION

Chapter 42: [Subcontractor Safety](#)

Subcontractor Safety Qualification Form

Product ID: [456](#) | Revision ID: 1646 | Date Published: 24 June 2014 | Date Effective: 24 June 2014

URL: <http://www-group.slac.stanford.edu/esh/eshmanual/references/subcontractorFormSQF.pdf>

This form applies to subcontractors¹, directly contracted to SLAC, performing *construction work*² or *high risk service work*³ (see [Subcontractor Safety: Non-green Work Procedure](#) [SLAC-I-730-0A21C-024]).

The safety qualification is valid for (a) one year and (b) the type of work listed below. Please fill out this form completely. Do not leave items blank and provide all required supporting documents. SLAC reserves the right to accept or reject any directly-contracted subcontractor based on the qualification criteria. SLAC may also require conditions of acceptance. If the subcontractor acts as the general subcontractor, SLAC will evaluate whether it has adequate knowledge and experience to supervise lower tier subcontractors.

Company

Company Name	Year Founded
Address	Phone
License Classifications (if construction use California License Classification)	License #

Types of Work / Trades

List types of work and/or trades, whether self-performed or managed, to be done at SLAC (qualification will be valid for what is listed). Your firm must be properly licensed in California to perform the proposed work.

Description (if construction list California License Classification and description: eg, B - General Building)	Manage?	Self-perform?
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

¹ As SLAC is a contractor to the Department of Energy, all outside contractors working at SLAC are considered subcontractors. Consequently, a contractor considered a "general contractor" outside of SLAC is considered a "general subcontractor" at SLAC.

² *Construction work* is defined as the combination of erection, installation, assembly, demolition, or fabrication activities involved to create a new facility or to alter, add to, rehabilitate, dismantle, or remove an existing facility. It also includes the alteration and repair (including dredging, excavating, and painting) of buildings, structures, or other real property, as well as any construction, demolition, and excavation activities conducted as part of environmental restoration or remediation efforts.

³ *Service work* is defined as any work involving maintenance, repair, cleaning, or testing; technical or administrative services; or other tasks that are not construction activities. Service work may be associated with a construction project. *High risk service work* is service work that has an above average risk of a serious injury or illness, environmental release, or property damage incident occurring.

Written Health and Safety Manual

Prime subcontractors performing construction or high risk service work must have a comprehensive written health and safety manual approved by SLAC. At a minimum the manual must include the following:

<input checked="" type="checkbox"/> California Injury and Illness Prevention Plan (IIPP) (8 CCR 3203) required elements
<input checked="" type="checkbox"/> Code of Safe Practices (8 CCR 1509[b]) (if construction work)
<input checked="" type="checkbox"/> Applicable elements for type of work / trade and activity (see below)
<input type="checkbox"/> Heat Illness Prevention Program (8 CCR 3395) (if working outdoors or in very warm interior environment)

The manual or code of safe practices must include safety policies and/or procedures for each type of work / trade (as indicated on page 1) and activity (below) you propose to perform or manage at SLAC. The policies and/or procedures must meet the requirements of any listed regulation or standard. A prime subcontractor that will supervise the work of one or more sub-tier contractors must have safety/health manual elements for each area of its work and the work of its sub-tier contractors.

Check each applicable activity below that you might perform or manage while working at SLAC.

<input type="checkbox"/> Hazardous Energy Control (Lockout / Tagout) (29 CFR 1910.147 [c][1] and [c][4])	<input type="checkbox"/> Concrete Placing and Finishing
<input type="checkbox"/> Welding, Cutting, or Other Hot Work	<input type="checkbox"/> Demolition
<input type="checkbox"/> Power Tool Use	<input type="checkbox"/> Housekeeping
<input type="checkbox"/> Material Handling – Manual	<input type="checkbox"/> Heavy Equipment Use (backhoe, excavator, etc.)
<input type="checkbox"/> Material Handling – Mechanical (forklifts, gradalls, etc)	<input type="checkbox"/> Working within the Limited Approach Boundary of Exposed Electrical Parts (NEPA 70E , Article 130)
<input type="checkbox"/> Hoisting and Rigging	<input type="checkbox"/> Respirator Use (29 CFR 1910.134 [c][1])
<input type="checkbox"/> Working from Heights (fall protection, ladder safety)	<input type="checkbox"/> Other:
<input type="checkbox"/> Scaffold Erection	<input type="checkbox"/> Other:
<input type="checkbox"/> Use of Scissor and Boom Lifts	<input type="checkbox"/> Other:
<input type="checkbox"/> Confined Space Entry (29 CFR 1910.146 [c][4])	<input type="checkbox"/> Other:

These documents are submitted with the subcontractor's initial SQF; they do not need to be resubmitted with each SQF unless the proposed scope of work changes or the documents on file with SLAC become outdated.

Select one:

☐ Written safety manual attached ☐ Version on file with SLAC is current and applicable to proposed work (version date: _____)

Firm Project Experience

Please complete this page (or ☐ attach) with information about your company's project experience that is relevant to the type of work listed on page 1. List at least three projects. If bidding as a general subcontractor, firm must have adequate knowledge and experience to supervise lower tier subcontractors. *Superintendent / foreman (construction)/ site manager / supervisor (service)* refers to the on-site staff person who directly supervised the project's line workers.

Project 1

Client or General Contractor Name		
Project Name		
Project Location	Contract Amount	
Project Start Date	Project End Date	
Project Description		
Contact Name (Client or GC)	Phone	E-mail
May we contact concerning your safety / environmental performance? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Project Manager	Superintendent / Foreman / Site Manager / Supervisor	

Project 2

Client or General Contractor Name		
Project Name		
Project Location	Contract Amount	
Project Start Date	Project End Date	
Project Description		
Contact Name (Client or GC)	Phone	E-mail
May we contact concerning your safety / environmental performance? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Project Manager	Superintendent / Foreman / Site Manager / Supervisor	

Project 3

Client or General Contractor Name		
Project Name		
Project Location	Contract Amount	
Project Start Date	Project End Date	
Project Description		
Contact Name (Client or GC)	Phone	E-mail
May we contact concerning your safety / environmental performance? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Project Manager	Superintendent / Foreman / Site Manager / Supervisor	

Incident History

Submit the following information for review. After February 1, provide data for previous calendar year. Refer to your company's OSHA Form 300 (Log) and OSHA Form 300A (Summary) for each of the past three years.

	Previous Year 1 20__	Previous Year 2 20__	Previous Year 3 20__	3 Year Total Y1+Y2+Y3
NAICS Code: ____				
Number of Recordable Cases [Form 300A: Sum of H+I+J]				
Number of DART Cases (Days Away, Restricted, or Transferred) [Form 300A: Sum of H+I]				
Number of Days Away from Work [Form 300A: K]				
Number of Days on Job Restriction or Transfer [Form 300A: L]				
Total Hours Worked [Form 300A: right side of page]				
Fatalities [Form 300A: G]				
OSHA (or State OSHA) Citations				
Current Worker's Compensation Experience Modification Rate (EMR) (or other modifier)				

Submit the following supporting documentation:

1. Copies of past three years OSHA Form 300 (Log) and OSHA Form 300A (Summary). Mask names for privacy. ☐ attached
2. Official documentation of current workers' compensation insurance experience modification rate (letter from insurer or broker on their letterhead or copy of WCIRB printout). ☐ attached
3. Official copy of OSHA (or state OSHA) citation(s) received over past three years. Provide details and circumstances of the violation and describe what corrective actions have been taken. ☐ attached ☐ n/a
4. Description of any fatalities including the cause and corrective/preventive actions taken since the incident. ☐ attached ☐ n/a

Required Supporting Documents

Submit the following required documents. This form will not be accepted by SLAC without all of these.

1. Comprehensive company health and safety manual: ☐ attached or ☐ version SLAC has on file is still valid
2. Firm project experience: ☐ attached or ☐ page on this form completed
3. Copies of past 3 years OSHA Form 300 (Log) and OSHA Form 300A (Summary). Mask names for privacy. ☐ attached
4. Insurer experience modification rate (or other rate modifier) documentation (letter or WCIRB printout) ☐ attached
5. Official record of OSHA citation(s) received and explanation of corrective actions taken: ☐ attached ☐ n/a
6. Description of any fatalities including the cause and any corrective/preventive action taken since: ☐ attached ☐ n/a

Subcontractor Acknowledgement

Firm attests that the information presented here is accurate and truthful. Failure to provide accurate information may result in disqualification. Firm acknowledges that it is responsible for the safety of its workers and its sub-tier workers. Firm represents that all employees and sub-tier subcontractors have, or will have, the required training to perform their contracted work safely, prior to the start of work. (Upon contract award, records of current training must be presented with the site-specific safety plan.)

Sign the page with an official electronic signature or print the document, sign it, and scan as pdf. Do not leave this form in editable pdf format.

Name	Date
Signature	Phone
Title	Cell
Company Name	E-mail

General Decision Number: CA170029 03/31/2017 CA29

Superseded General Decision Number: CA20160029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	01/27/2017
3	02/17/2017
4	02/24/2017
5	03/03/2017
6	03/10/2017
7	03/31/2017

ASBE0016-004 01/01/2015

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from

mechanical systems, whether
they contain asbestos or not)

Area 1.....	\$ 28.30	7.75
Area 2.....	\$ 32.38	7.75

ASBE0016-008 08/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN
FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
--	-------	---------

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)

Area 1.....	\$ 62.36	23.10
Area 2.....	\$ 46.96	23.10

BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
--	-------	---------

BOILERMAKER

Area 1.....	\$ 42.06	33.43
Area 2.....	\$ 38.37	31.32

* BRCA0003-001 02/01/2017

	Rates	Fringes
--	-------	---------

MARBLE FINISHER.....	\$ 31.17	14.99
----------------------	----------	-------

* BRCA0003-003 02/01/2017

	Rates	Fringes
--	-------	---------

MARBLE MASON.....	\$ 41.77	26.76
-------------------	----------	-------

BRCA0003-005 05/01/2016

	Rates	Fringes
--	-------	---------

BRICKLAYER

(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 37.04	21.13
(7) San Francisco, San Mateo.....	\$ 40.89	25.78
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 42.70	21.67
(9) Calaveras, San Joaquin, Stanislaus,		

Toulumne.....	\$ 38.21	20.71
(16) Monterey, Santa Cruz...	\$ 39.51	23.49

BRCA0003-008 07/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 34.43	16.58
TERRAZZO WORKER/SETTER.....	\$ 42.41	26.31

BRCA0003-011 10/01/2016

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 25.46	14.54
Area 2.....	\$ 23.31	12.90
Area 3.....	\$ 23.88	13.68
Tile Layer		
Area 1.....	\$ 43.90	16.29
Area 2.....	\$ 37.71	14.19
Area 3.....	\$ 34.40	15.59

CARP0022-001 07/01/2016

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

CARP0034-001 07/01/2016

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 43.65	31.40
Diver standby.....	\$ 48.61	31.40
Diver Tender.....	\$ 47.82	31.40
Diver wet.....	\$ 93.17	31.40
Manifold Operator (mixed gas).....	\$ 52.82	31.40
Manifold Operator (Standby).....	\$ 47.82	31.40

DEPTH PAY (Surface Diving):

050 to 100 ft \$2.00 per foot

101 to 150 ft \$3.00 per foot

151 to 220 ft \$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

CARP0035-007 07/01/2016

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 24.91	19.62
Installer II.....	\$ 21.48	19.63
Lead Installer.....	\$ 28.36	20.13
Master Installer.....	\$ 32.58	19.63
Area 2		
Installer I.....	\$ 22.26	19.63
Installer II.....	\$ 19.31	19.63
Lead Installer.....	\$ 25.23	20.13
Master Installer.....	\$ 28.86	20.13
Area 3		
Installer I.....	\$ 21.31	19.63
Installer II.....	\$ 18.54	19.63
Lead Installer.....	\$ 24.11	20.13
Master Installer.....	\$ 31.13	20.13

CARP0035-008 08/01/2016

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 44.40	28.64
Area 2.....	\$ 38.52	28.64
Area 3.....	\$ 39.02	28.64
Area 4.....	\$ 37.67	28.64
Drywall Stocker/Scrapper		
Area 1.....	\$ 22.20	16.57
Area 2.....	\$ 19.26	16.57
Area 3.....	\$ 19.51	16.57
Area 4.....	\$ 18.84	16.57

CARP0152-001 07/01/2016

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

CARP0152-002 07/01/2016

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.67	28.20
Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

CARP0152-004 07/01/2016

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 44.40	28.20

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.32	28.20
Journeyman Carpenter.....	\$ 37.17	28.20
Millwright.....	\$ 39.67	29.79

 CARP0217-001 07/01/2016

San Mateo County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

 CARP0405-001 07/01/2016

Santa Clara County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

 CARP0405-002 07/01/2016

San Benito County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.58	28.20
Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

 CARP0505-001 07/01/2016

Santa Cruz County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.67	28.20
Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

CARP0605-001 07/01/2016

Monterey County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.67	28.20
Journeyman Carpenter.....	\$ 38.52	28.20
Millwright.....	\$ 41.02	29.79

CARP0701-001 07/01/2016

Fresno and Madera Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.32	28.20
Journeyman Carpenter.....	\$ 37.17	28.20
Millwright.....	\$ 39.67	29.79

CARP0713-001 07/01/2016

Alameda County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 44.55	28.20
Journeyman Carpenter.....	\$ 44.40	28.20
Millwright.....	\$ 44.50	29.79

CARP1109-001 07/01/2016

Kings County

	Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 44.40	28.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.32	28.20
Journeyman Carpenter.....	\$ 37.17	28.20
Millwright.....	\$ 39.67	29.79

ELEC0006-004 12/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
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Sound & Communications

Installer.....	\$ 35.57	3%+18.05
Technician.....	\$ 40.50	3%+18.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
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ELECTRICIAN.....	\$ 64.00	30.38
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ELEC0100-002 03/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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ELECTRICIAN.....	\$ 36.50	21.65
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ELEC0100-005 12/01/2016

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 44.65	24.44
Zone B.....	\$ 49.12	24.57

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2016

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.60
Technician.....	\$ 37.94	16.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2017

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 54.92	26.75
ELECTRICIAN.....	\$ 48.51	26.56

ELEC0302-003 12/01/2016

CONTRA COSTA COUNTY

Rates	Fringes
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Sound & Communications

Installer.....	\$ 35.07	18.05
Technician.....	\$ 39.93	18.20

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 05/30/2016

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 67.87	33.28
ELECTRICIAN.....	\$ 59.02	32.75

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

* ELEC0332-003 12/01/2016

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.602
Technician.....	\$ 39.93	18.748

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2016

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 58.95	34.14
ELECTRICIAN.....	\$ 52.40	33.95

ELEC0595-002 12/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.54	7.5%+23.49
ELECTRICIAN		
(1) Tunnel work.....	\$ 37.01	7.5%+23.49
(2) All other work.....	\$ 35.25	7.5%+23.49

ELEC0595-006 12/01/2016

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	3%+17.55
Technician.....	\$ 39.93	3%+17.55

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.55
Technician.....	\$ 34.89	3%+17.55

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2016

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 55.30	32.19

ELEC0617-003 12/01/2016

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.86
Technician.....	\$ 39.93	18.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

above the lowest floor level having building access);
excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.40	3%+20.73

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 30.64	3%+17.86
Technician.....	\$ 34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 52.85	15.53
(2) Equipment specialist		
(operates crawler		
tractors, commercial motor		
vehicles, backhoes,		
trenchers, cranes (50 tons		

and below), overhead &
underground distribution
line equipment).....\$ 42.21 14.32
(3) Groundman.....\$ 32.28 14.03
(4) Powderman.....\$ 47.19 14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.44	31.585

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
rate as vacation pay credit for employees with more than 5
years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
Labor Day, Veterans Day, Thanksgiving Day, Friday after
Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.15	27.81
AREA 2:		
(1) Leverman.....	\$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 33.15	27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44
GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44
GROUP 8-A.....	\$ 28.38	27.44
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		
Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44
Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44
OPERATOR: Power Equipment		

(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		
Lifting devices.....	\$ 35.80	27.44
GROUP 5		
Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44

OPERATOR: Power Equipment

(Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44
Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		
Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44
GROUP 5		
Cranes.....	\$ 35.13	27.44

OPERATOR: Power Equipment

(Tunnel and Underground Work

- AREA 1:)

SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.95	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.36	27.44
GROUP 4.....	\$ 32.22	27.44
GROUP 5.....	\$ 31.08	27.44
UNDERGROUND:		
GROUP 1.....	\$ 35.85	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.26	27.44
GROUP 4.....	\$ 32.12	27.44
GROUP 5.....	\$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and

canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons;

Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County

Area 2: Remainder

TULARE COUNTY;
 Area 1: Remainder
 Area 2: Eastern part

TUOLUMNE COUNTY:
 Area 1: Remainder
 Area 2: Eastern Part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71
GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
 Area 1: Northernmost part
 Area 2: Remainder

CALAVERAS COUNTY:
 Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

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	Rates	Fringes
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Ironworkers:

Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00067-002 06/27/2016

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 20.66	10.02
LABORER (Lead Removal)		
Area A.....	\$ 30.00	21.34
Area B.....	\$ 29.00	21.34

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 29.09	18.66
GROUP 1.....	\$ 28.39	18.66
GROUP 1-a.....	\$ 28.61	18.66
GROUP 1-c.....	\$ 28.44	18.66
GROUP 1-e.....	\$ 28.94	18.66
GROUP 1-f.....	\$ 28.97	18.66
GROUP 1-g (Contra Costa		
County).....	\$ 28.59	18.66
GROUP 2.....	\$ 28.24	18.66
GROUP 3.....	\$ 28.14	18.66
GROUP 4.....	\$ 21.83	18.66

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 28.09	18.66
GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66
GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete

saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and

every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00073-002 06/30/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03
Traffic Control Person I....	\$ 27.44	19.03
Traffic Control Person II....	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.11	17.34

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	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer,

Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LAB00166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00270-003 06/30/2014

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person		
Area A.....	\$ 28.14	19.03
Area B.....	\$ 27.14	19.03
Traffic Control Person I		
Area A.....	\$ 28.44	19.03
Area B.....	\$ 27.44	19.03
Traffic Control Person II		
Area A.....	\$ 25.94	19.03
Area B.....	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.70	16.53

LABO0294-001 06/30/2014

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.11	17.34

LABO0294-002 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE

CLOSURE)

Escort Driver, Flag Person..\$ 27.14	19.03
Traffic Control Person I....\$ 27.44	19.03
Traffic Control Person II...\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00294-005 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$ 34.60		19.49
GROUP 2.....\$ 34.37		19.49
GROUP 3.....\$ 34.12		19.49
GROUP 4.....\$ 33.67		19.49
GROUP 5.....\$ 33.13		19.49
Shotcrete Specialist.....\$ 35.12		19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00304-002 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$ 28.14		19.03
Traffic Control Person I....\$ 28.44		19.03
Traffic Control Person II...\$ 25.94		19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00304-003 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-002 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II....	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-006 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03
Traffic Control Person I....	\$ 27.44	19.03
Traffic Control Person II...	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB01130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete
nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or
excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;
Cherry pickermen - where car is lifted; Concrete finisher
in tunnel; Concrete screedman; Grout pumpman and potman;
Guniting & shotcrete gunman & potman; Headermen; High
pressure nozzleman; Miner - tunnel, including top and
bottom man on shaft and raise work; Nipper; Nozzleman on
slick line; Sandblaster - potman, Robotic Shotcrete Placer,
Segment Erector, Tunnel Muck Hauler, Steel Form raiser and
setter; Timberman, retimberman (wood or steel or substitute
materials therefore); Tugger (for tunnel laborer work);
Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -
muckers, trackmen; Concrete crew - includes rodding and
spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB01130-005 06/30/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.11	17.34

LAB01414-004 08/03/2016

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01414-007 08/03/2016

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01414-008 08/03/2016

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01414-010 08/03/2016

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 32.15	19.28
5 Stories and above.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB01414-011 08/03/2016

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 34.15	19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-001 01/01/2017

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 38.87	22.83

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2017

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 44.16	25.64
AREA 2.....	\$ 40.03	24.29

PAIN0016-012 01/01/2017

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 47.39	24.64

PAIN0016-015 01/01/2017

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 32.16	18.26

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2017

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 42.49	22.83

PAIN0169-001 01/01/2017

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.93	24.03

PAIN0169-005 01/01/2017

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 45.13	26.79

PAIN0294-004 01/01/2015		

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 25.67	15.68
Drywall Finisher/Taper.....	\$ 30.47	16.81

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2015		
FRESNO, KINGS & MADERA		

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.83	17.39

PAIN0767-001 01/01/2017		

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.57	25.96

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2014		

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2017CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.93	20.39

PLAS0066-002 07/01/2016

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 39.52	35.37

PLAS0300-001 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.44	22.26
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 31.59	22.26
AREA 295: Calaveras & San Joaquin Counties.....	\$ 31.41	22.26
AREA 337: Monterey County..	\$ 30.52	22.26
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 31.41	22.26

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.74	19.37

PLUM0038-001 07/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 68.00	45.09

PLUM0038-005 07/01/2016

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 57.80	33.46

PLUM0062-001 01/01/2017

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 41.90	29.59

PLUM0159-001 07/01/2016		

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 55.03	34.46
(2) All other work.....	\$ 55.92	34.44

PLUM0246-001 01/01/2017		

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 38.40	29.39

PLUM0246-004 01/01/2017		

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diaphering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2016

ALAMEDA & CONTRA COSTA COUNTIES

Rates	Fringes
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PIPEFITTER

CONTRA COSTA COUNTY.....	\$ 56.56	40.74
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PLUMBER, PIPEFITTER,
STEAMFITTER

ALAMEDA COUNTY.....	\$ 56.56	40.74
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PLUM0355-004 07/01/2015

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,
MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

Rates	Fringes
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Underground Utility Worker /Landscape Fitter.....	\$ 28.60	10.05
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PLUM0393-001 07/01/2016

SAN BENITO AND SANTA CLARA COUNTIES

Rates	Fringes
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PLUMBER/PIPEFITTER.....	\$ 58.91	38.58
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PLUM0442-001 01/01/2017

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

Rates	Fringes
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PLUMBER & STEAMFITTER.....	\$ 40.00	28.39
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PLUM0467-001 07/01/2016

SAN MATEO COUNTY

Rates	Fringes
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Plumber/Pipefitter/Steamfitter...	\$ 60.70	33.46
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ROOF0027-002 01/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

Rates	Fringes
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ROOFER.....	\$ 26.01	14.21
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FOOTNOTE: Work with pitch, pitch base of pitch impregnated
products or any material containing coal tar pitch, on any
building old or new, where both asphalt and pitchers are
used in the application of a built-up roof or tear off:
\$2.00 per hour additional.

ROOF0040-002 08/01/2015

SAN FRANCISCO & SAN MATEO COUNTIES:

Rates	Fringes
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ROOFER.....	\$ 35.50	15.82
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 ROOF0081-001 08/01/2015

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 36.08	14.90

 ROOF0081-004 08/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
 TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 32.71	14.65

 ROOF0095-002 08/01/2015

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 37.55	15.52
Kettle person (2 kettles);		
Bitumastic, Enameler, Coal		
Tar, Pitch and Mastic		
worker.....	\$ 39.55	15.52

 SFCA0483-001 01/01/2017

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
 COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 58.72	28.07

 SFCA0669-011 04/01/2016

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
 SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
 COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 35.71	20.25

 SHEE0104-001 01/01/2017

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA
 CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
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SHEET METAL WORKER

AREA 1:

Mechanical Contracts

under \$200,000.....	\$ 48.23	36.45
All Other Work.....	\$ 54.58	37.08
AREA 2.....	\$ 34.96	34.21
AREA 3.....	\$ 38.28	33.01

SHEE0104-003 07/01/2016

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 38.12	30.50

SHEE0104-005 07/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 36.88	33.30

SHEE0104-007 07/01/2016

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.15	33.70

SHEE0104-015 07/01/2016ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 35.64	31.49

SHEE0104-018 07/01/2016CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 35.64	31.49

TEAM0094-001 07/01/2016

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 29.63	26.66
GROUP 2.....	\$ 29.93	26.66
GROUP 3.....	\$ 30.23	26.66
GROUP 4.....	\$ 30.58	26.66

GROUP 5.....\$ 30.93

26.66

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



SUPPLY CHAIN MANAGEMENT

Larry Dardzinski
SCM, Director
2575 Sand Hill Rd., M/S: 01
Menlo Park, CA 94025
PH:(650) 926-4457 | FX:(650) 926-4563

May 16, 2012

ALL SLAC SUBCONTRACTORS

Subject: SLAC On-Site Medical Services

SLAC's expectation of our contractors and lower tier subcontractors is that your performance is of the highest caliber and quality, at a fair and reasonable cost, delivered on time and just as importantly, completed safely. The key to everything you do is the people who provide the support and service to complete the work, and SLAC wants to ensure that the work your staff performs while on our site is done safely. One of the services that SLAC offers all workers and visitors that are on our site is a fully staffed and quipped occupational medical clinic. The Health Center is open from 8:00 AM until 5:00 PM, Monday through Friday. In the event of a medical problem, such as an injury or illness, we strongly encourage you to send your staff to this clinic for initial evaluation and treatment. How does this benefit us all?

- **No cost.** SLAC provides this service as part of our normal operations. Assuming that SLAC'S Occupational Health Center can provide treatment, there will be no impact on your worker's compensation program.
- **Ease of access.** Our clinic is located near the central part of campus, in Building 28, in Room 11.
- **Minimal time.** By using the clinic, workers with minor injuries will likely be back to work in less than an hour.
- **Expert referral.** After our clinic assesses the case, if treatment can't be provided here, our medical professionals can recommend the appropriate follow-up medical care facility, rather than having your worker wait at a general facility and then possibly have to go to another location where they'll lose even more time.
- **Investigation support.** SLAC requires that all incidents be investigated in order to find root causes and prevent future incidents. Your point of contact (e.g., SLAC Project Manager) is responsible for working with you to assist in the investigation process. If you subsequently need an investigation report for your own insurance or ES&H program purposes, you'll be able to save time by using the results of this investigation.

What's the procedure in the event of an incident?

1. **Quickly determine if it is a life-threatening situation.** These include instances of chest pain, shortness of breath, extensive bleeding, unconsciousness, and so on. If it is life threatening, **immediately** call 911. If you are calling from a cell phone, be certain to clearly state that you are calling from SLAC, 2575 Sand Hill Road, and give a specific description of your location (e.g., Building 24, Room 200). If you call from a landline, dispatch will have the address information, but provide all the information they request. After you are done with 911 (or simultaneously have someone else) call ext. 5555 (or 650-926-5555). This is SLAC's internal emergency response number. This will activate our internal emergency response team, which will likely be able to respond to the scene before the Fire Department.
2. **If not life threatening, and during clinic hours (M-F 8:00 AM to 5:00 PM):** Escort the worker to SLAC's Occupational Health Center (Bldg. 28, Room 11). The medical staff will evaluate and provide preliminary treatment. If further treatment is required, SLAC Medical will make a referral to an appropriate medical care facility and provide that information to the patient's supervisor. When complete, SLAC Medical will provide the supervisor and SLAC Project Manager with a *SLAC Incident Investigation Form*. This form **must** be completed and returned to mailstop 84, within 72 hours of the incident. Your SLAC Project Manager will assist you with the investigation and completion of the form.
3. **If not life threatening, and not during clinic hours:** Call ext. 5555 and provide Security with information about the incident. Explain to them that this is not a life-threatening/911 incident and that you are informing them of an injury. They should provide you with information about the closest medical clinic that can provide service at that time. They will also notify SLAC ES&H who will then contact you the next business day to initiate the *SLAC Incident Investigation Form*. This form **must** be completed and returned to mailstop 84 within 72 hours of the incident. Your SLAC Project Manager will assist you with the investigation and completion of the form.

If you have questions, please contact SLAC's Occupational Health Center at (650) 926-2281. We look forward to working with you on a safe contract.

Sincerely,



For
Larry Dardzinski
SCM, Director

SUPPLY CHAIN MANAGEMENT

Section K – Representations and Certifications

SLAC National Accelerator Laboratory
Operated for the U.S. Department of Energy by Stanford University

REPRESENTATIONS AND CERTIFICATIONS

Dated December 2007

SLAC National Accelerator Laboratory
Operated for the U.S. Department of Energy by Stanford University

REPRESENTATIONS AND CERTIFICATIONS

(This solicitation is issued under Contract No. DE-AC02-76SF00515 with the Department of Energy)

The following Representation & Certification solicitation provisions must be completed and this form must be signed and returned with the offeror's proposal. As used herein, the term "Contract" shall mean the Purchase Order or Subcontract resulting from this solicitation; the term "Contractor" shall mean the entity (hereinafter "Subcontractor") who shall enter into the Purchase Order or Subcontract with the University; the term "subcontract" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the University. The term "Offer" includes "Bid," "Proposal," and "Quotation;" and the term "Offeror" includes "Bidder," "Proposer," "Quoter," and "Vendor" as may be applicable.

NOTICE: Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, HUBZone small, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to Sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references Section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act.

The Offeror represents and certifies as part of its offer that: *(Check or complete all applicable boxes or blocks.)*

1. TYPE OF ORGANIZATION.

It operates as ☐ an individual, ☐ a sole proprietorship, ☐ a partnership, ☐ a nonprofit organization, ☐ a professional corporation, or ☐ other corporation incorporated in the State of _____, or country _____, if a foreign country.

BIDDER/OFFEROR AFFILIATION AND IDENTIFYING DATA.

Taxpayer identification number (TIN) (26U.S.C. 6050M).

(a) Taxpayer Identification Number (TIN).

- ☐ Offeror's TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
 - ☐ Other. State basis. _____

2. SMALL BUSINESS.

It ☐ is, ☐ is not a small business concern and that ☐ all, ☐ not all end items to be furnished will be manufactured or produced by a small business concern in the United States or its outlying areas as defined in 48 CFR subpart 2.101. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR 121.

3. VETERAN-OWNED SMALL BUSINESS.

It ☐ is, ☐ is not a veteran-owned small business concern. "Veteran-owned small business concern" means a small business concern (a) not less than 51 percent of which is owned by one or more veterans, as defined at 38 U.S.C. 101(2), or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (b) the

management and daily business operations of which are controlled by one or more veterans.

4. SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS.

It ☐ is, ☐ is not a service-disabled veteran-owned small business concern. (a) "Service-disabled veteran-owned small business concern" means a small business concern (i) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. (b) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

5. HUBZone SMALL BUSINESS.

It ☐ is, ☐ is not a HUBZone small business concern appearing, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126.

6. SMALL DISADVANTAGED BUSINESS CONCERN.

It ☐ has, ☐ has not received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, subpart B, and, if it has:

(a) No material change in disadvantaged ownership and control has occurred since its certification;

(b) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.1 04(c)(2); and

(c) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the Central Contractor Registration (CCR) database.

7. WOMEN-OWNED SMALL BUSINESS.

It ☐ is, ☐ is not a women-owned small business concern. "Women-owned small business concern" means a small business concern that (a) is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (b) the management and daily business operations of which are controlled by one or more women.

SLAC National Accelerator Laboratory

REPRESENTATIONS AND CERTIFICATIONS

8. EQUAL OPPORTUNITY.

(Applicable if offer exceeds \$10,000)

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not filed all required compliance reports.

9. a. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

(Not applicable to Construction Work)

The bidder/offeror represents that (a) it has ☐ developed and has on file, has not ☐ developed and does not have on file, at each establishment an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it has not ☐ previously had contracts subject to written affirmative action program requirements of the rules and regulations of the Secretary of Labor.

b. **EQUAL OPPORTUNITY COMPLIANCE** (Applicable to all proposals exceeding \$1,000,000.)

The bidder/offeror represents:

- 1) That a full compliance review of the bidder/offeror's employment practices has ☐, has not ☐ been conducted by an agency of the Federal Government.
- 2) If a full compliance review has been conducted by an agency of the Federal Government, the most recent compliance review was conducted on _____ by _____. (Date) (Federal Agency)
- 3) The proposed first-tier subcontractors which will be awarded subcontracts of \$1,000,000 or more are.

Any bidder/offeror and its known first-tier subcontractors which will be awarded subcontracts of \$1,000,000 or more will be subject to full, preaward equal opportunity compliance reviews before the award of the subcontract for the purpose of determining whether the proposer and its subcontractors are able to comply with the provisions of the Equal Opportunity clause.

10. NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES.

a. Offerors and Bidders are cautioned as follows: By signing this bid/offer, the bidder/offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation set out below. The certification provides that the offeror does not maintain or provide for its employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a defacto basis. The certification also provides that it will not maintain such segregated facilities. Failure of a bidder/offeror to agree to the Certification of Nonsegregated Facilities will render its offer nonresponsible to the terms of solicitations involving awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

b. Certification of Nonsegregated Facilities: The bidder/offeror (hereinafter called the "Subcontractor") certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Subcontract or Order for which this offer is submitted. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating

areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Subcontractor further agrees that (except where the proposed subcontractors have submitted identical certifications for specific time periods), it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

c. Notice to Prospective Subcontractors of Requirement for Certifications on Nonsegregated Facilities: A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, annually).

11. REGULAR DEALER-MANUFACTURER

(Applicable only to supply contracts exceeding \$10,000.) It is a _____ regular dealer in _____ manufacturer of, the supplies offered.

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

(Applicable if offer exceeds \$25,000.)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) ☐ Are, ☐ are not at present debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ☐ Have, ☐ have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) ☐ Are, ☐ are not at present indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror ☐ has, ☐ has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

SLAC National Accelerator Laboratory

REPRESENTATIONS AND CERTIFICATIONS

(b) The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

13. PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.

(Applicable if offer exceeds \$100,000.)

(a) The definitions and prohibitions contained in the Limitation on Payments to Influence Certain Federal Transactions clause, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this subcontract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the University; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. TOXIC CHEMICAL RELEASE REPORTING.

(Applicable if offer exceeds \$100,000.)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for subcontract award.

(b) By signing this offer, the Offeror certifies that –

(1) As the owner or operator of facilities that will be used in the performance of this subcontract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the subcontract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this subcontract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

15. ANTI-KICKBACK.

(Applicable if offer exceeds \$100,000.) By submission of this offer, the Offeror certifies that it has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback; and has not included, directly or indirectly, the amount of any kickback in the offer. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, to any Government prime contractor (e.g., the University), prime contractor employee, subcontractor at any tier, or employee of a subcontractor at any tier, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Government prime contract or in connection with a subcontract at any tier relating to a Government prime contract.

16. BUY AMERICAN CERTIFICATE.

The bidder/offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the provision entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin

17. PERCENT OF FOREIGN CONTENT

The bidder/offer will represent (as an estimate), herein, before the award of a purchase order or subcontract, the percent of the foreign content of the item or service being procured expressed as a percent of the subcontract award price (accuracy within plus or minus 5 percent is acceptable). Percent of Foreign Content: ____.

18. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated Facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

SLAC National Accelerator Laboratory

REPRESENTATIONS AND CERTIFICATIONS

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

19. EMPLOYEE-VENDOR RELATIONSHIP CERTIFICATION

An affirmative response in the following certification will require the University to evaluate your offer to determine whether a conflict of interest exists. A determination that a conflict of interest exist may necessitate rejection of your offer. The fact that an employee or former employee of Stanford University, or near relative of an employee owns, controls, or has a significant financial interest in your organization will not, in and of itself, necessarily be cause for rejection of your offer.

Definitions:

Employee: Any individual who is presently employed by any entity of Stanford University, including the Stanford Linear Accelerator Center.

Former Employee: An individual who has retired or separated from Stanford University, was dismissed, or was otherwise formerly employed by the University.

Near Relative: The employee's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law of a Stanford University employee, and step-relatives in the same relationship. Near relative also includes the domestic partner of a University employee and a relative of the domestic partner in one of the foregoing relationships.

Control: Having some right to direct or transfer property (even though there exists no actual title to the property, such as trusteeship, power of appointment, or contract) that could be the basis for influence upon the selection or decisions of an organization's management personnel.

Significant Final Interest: Owning or controlling more than 10 percent of the organization.

Certification:

To the best of my knowledge and belief, an employee or former employee of Stanford University or a near relative of an employee [] does [] does not own, control, or have significant financial interest in the Offeror's organization.

If an employee or former employee of Stanford University or near relative thereof does own, control, or have significant financial interest in the Offeror's Organization, identify the employees and the Stanford University entity where that person is employed

Signature

Name

Title

Date

Company Name

Address

City, State, Zip Code

Telephone Number

Section L – Instructions to Offerors**Instructions to Offerors (ITO) for Firm Fixed Price Subcontract****A. GENERAL INFORMATION**

Section L – Instructions to Offerors for Firm Fixed Price Subcontract provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. The proposal shall be compliant with the requirements as stated in the Statement of Work. Non-conformance with the instructions provided in this ITO *may* result in an unfavorable proposal evaluation.

Proposals must be valid for **One Hundred Twenty (120) days from the proposal due date**. The Offeror shall make a clear statement in its proposal cover letter utilizing the following language, "The undersigned agrees that this offer is valid for One Hundred Twenty (120) days and shall furnish any or all items upon which prices are offered at the price set opposite each item and will be delivered at the designated point(s), within the time specified in the schedule."

Proposals are due no later than **April 26, 2017 at 5:00pm PST** and shall be addressed and e-mailed to the Senior Procurement Specialist, Dan McCloskey, at danmc@slac.stanford.edu.

Proposals shall be submitted on the copies thereof, and must be manually signed. If erasures or other changes appear on the forms; the person signing the proposal must initial each erasure or change.

Point of Contact: The Senior Procurement Specialist, Dan McCloskey, is the sole point of contact for this acquisition. Address any questions or concerns you may have to the Senior Procurement Specialist at e-mail: danmc@slac.stanford.edu. All exchanges of source selection information between the University and Offerors will be controlled by the Senior Procurement Specialist.

Cost/Price Reasonableness and Realism: Unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from consideration either on the basis that the Offeror does not understand the requirements, or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness. The burden of proof for credibility of proposed costs/prices rests with the Offeror. The Offeror's Cost/Price proposal consists of the firm fixed price to deliver the products required as set forth in the solicitation, and must be prepared in a manner that is current, accurate, and responsive to the RFP.

The University intends to award without discussions with respective Offerors. The University, however, reserves the right to conduct discussions if deemed in its best interest.

The University strategy is to award this subcontract using the Best Value Trade Off source selection method. Proposals will be evaluated based on key evaluation factors and sub-factors hereunder. Evaluation factors and sub-factors are listed in descending order of importance. Technical evaluation factors and sub-factors are more important than business factors and sub-factors, including price.

MANDATORY PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be conducted on Wednesday, April 12, 2017 from 9:00 AM to 10:00 AM, PST. Offerors are encouraged to attend at SLAC Building 52, Room 203, Merced River Conference Room. All visitors to the Laboratory should be on the SLAC Gate Access List. Parking is limited. Please plan to have only one car per firm and no more than two (2) representatives per firm. When arriving through Laboratory Entrance Gates, security officers require all entrants to stop. All of the Offerors personnel should be prepared to present appropriate identification (i.e. valid Driver's License, state issued I.D. card, Military I.D. card, passport), etc.

OFFEROR'S QUESTIONS

SLAC will respond to questions submitted in writing to the SLAC Senior Procurement Specialist on or before April 21, 2017, no later than 3:00 pm Pacific Time.

Questions submitted after the specified date and time may not be answered prior to the proposal due date. Questions may be submitted by email only to the procurement representative. Answers to questions that pertain to the interpretation of SLAC's requirements will be issued to all Offerors in writing.

PROCUREMENT SCHEDULE

Milestone	Date
Vendor Questions Due	April 17, 2017, 3:00 P.M. PST
Proposals Due	April 26, 2017, 5:00 P.M. PST
Estimated Subcontract award	May 30, 2017

Section B - Basic Requirement. Offerors are to provide pricing for all of the Line Items requested on Section B.

The University intends to purchase support services for rigging and moving of cryomodules from truck delivery at SLAC to their operational position in the Linac tunnel. Services include: Planning, Rigging Dolly Design/Fabrication, Rigging Labor, and Tunnel Rail System Design/Installation, meeting the requirements of the Statement of Work (SOW) "LCLS II Installation Rigging (LCLSII-2.4-SW-0877-R2)".

Section K – Offerors are to fill out, sign and return the attached Representation and Certification with your proposal.

Section L - Any questions by the Offerors regarding the solicitation prior to the closing due date shall be submitted to the Procurement Specialist using the form "Attachment 1, Offeror's Request for Clarifications" attached hereto. The last day to submit Questions/Clarifications is no later than April 17, 2017.

For Offeror to be eligible for a subcontract award with the University and the U.S. Department of Energy (DOE), Offeror shall be registered with the System for Award Management (SAM), the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly at the SAM website:

<https://www.sam.gov>.

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Operated by Stanford University for the U.S. Department of Energy

E-Verify as required by FAR 52.222-54, "Employment Eligibility Verification" (July 2012), and Wage Determination No. CA170029, Mod. 7, dated 3/31/17 also applies to this procurement.

Marking of Proprietary/Confidential Information. Offerors shall properly mark and identify with a restrictive legend or information markings on pages of the proposal that contain Proprietary/confidential information.

SLAC will not be liable for any expense incurred in preparing any supplier's response nor for any expense for materials or services not funded on this subcontract.

ATTACHMENTS

The following attachments must be completed and submitted with your proposal:

Section J –List of Attachments:

#01 - E- Verify

#02-- LCLS II QA/QC Questionnaire for Fabricators and Suppliers

#03 – Certificate of Insurance

#04 – Worker Safety and Health Program Acknowledgment Form

#05 – Subcontractor Safety Qualification Form

Section L –List of Attachments:

#01 - "Request for Clarifications" (if applicable)

B. PREPARATION OF PROPOSALS

Volume I must contain the following information, but not contain any pricing information. All pricing information shall be submitted in Volume II – Business Proposal.

Proposals will be evaluated based on key evaluation factors thereunder. These factors are listed in no particular order of importance.

Volume I – Technical Proposal (50 page maximum)

Cover Sheet

The cover sheet should include:

- **RFP Title: LCLS II Installation Rigging, RFP 273039**
- Volume I - Technical Proposal,
- Date of submission,
- Subcontractor Name, and
- Contact information.

C. TECHNICAL FACTORS

- 1. Ability to meet technical requirements.** The Offeror shall submit a package that will demonstrate Offeror's ability to meet the expected achievable technical specifications for the Cryomodule Installation Rigging as set out in the LCLS-II Installation Rigging Statement of Work. The data package shall include the following items 1.1 to 1.6.

- 1.1. Ability to perform work detailed in Section 2 of the SOW.**

- 1.2. Ability to perform work detailed in Section 3 of the SOW.
- 1.3. Ability to perform work detailed in Section 4 of the SOW.
- 1.4. Ability to perform work detailed in Section 5 of the SOW.
- 1.5. Ability to perform work detailed in Section 6 of the SOW.
- 1.6. Ability to perform work detailed in Section 7 of the SOW.
- 2. **Schedule and Delivery Date.** The Offeror shall submit a schedule - which includes a breakdown of work, procurement of long lead equipment, and activities such as manufacturing, inspection and testing - meeting the University's project schedule or an alternate schedule acceptable to the University.
- 3. **Manufacturing capabilities and capacity (including lower-tier subcontractors).** The Offeror shall submit a plan to demonstrate the Offeror's resources and project management support are adequate to deliver the rigging installation equipment and labor.
- 4. **Past performance.** The Offeror shall submit documentation of prior design, manufacturing and rigging for at least 2 similar/comparable installations with parameters as close to the specifications in the attached SOW as possible, delivered in a quantity and on a schedule closest to the quantity and schedule specified in the attached SOW and accompanying documentation. Offerors with no relevant past or present performance history shall receive the rating of "Unknown Confidence".
- 5. **Safety.** Subcontractor shall have an EMR rate of 1.0 or less for past three years.
- 6. **Licenses/Certifications.** Offeror's key personnel and their qualifications applicable to this Subcontract will be evaluated. See Section M for more information. Subcontractor Safety Qualification Form (Section J, Attachment 05) also required to be completed with RFP.

Volume II – Business Proposal (No page limit)

Cover Sheet

The cover sheet should include:

- **RFP Title: LCLS II Installation Rigging, RFP 273039**
- Volume II - Business Proposal,
- Date of submission,
- Subcontractor Name, and
- Contact information.

D. BUSINESS FACTORS

Clearly stamp all company financial documents as "*Business Sensitive*", if applicable, on any included documents.

7. Price

7.1 The Offeror shall submit RFP Section A (completed form), acknowledgement of issued addendums;

7.2 The Offeror shall submit RFP Section B with firm-fixed prices for each line item;

7.3 **Financial Standing.** The Offeror shall provide Dun and Bradstreet number and/or other credit rating report. SLAC has access to Dun and Bradstreet reports. The Dun and Bradstreet report will be reviewed for risk and evaluated as meeting the criteria with a D&B Supplier Evaluation Risk Rating of 3 or below.

E. METHOD OF TRANSMISSION/ORGANIZATION/NUMBER OF COPIES/PAGE LIMITS:

Proposals shall be submitted via e-mail as PDF documents. Hard copies are not required unless the Offeror has no alternative method. ***The Offeror shall ensure the Business Proposal shall be a separate document than the Technical Proposal. The two (2) proposals shall not be combined.*** The acceptable methods of hard copy transmission are hand delivery, common courier, or U.S. Postal Service. The Offeror shall prepare the proposal as set forth in the Proposal Organization Table. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified. The contents of each proposal volume are described in the ITO paragraph as noted in the table below.

Proposal Organization Table:

Volume	ITO Section	Volume Title	Copies	Page Limit
I	B	Technical Proposal	1	50
II	B	Business Proposal	1	None

F. LATE PROPOSALS AND MODIFICATIONS:

Proposals and Modifications received at the office designated in the Request for Proposals after the due date and time will not be considered unless they are received before award is made; and either (1) they are sent by U.S. Postal Service registered/certified mail for which an official dated post office stamp (post mark) on the original Receipt for Registered/Certified Mail has been obtained or by common carrier for which an official (signed by a common carrier representative) receipt has been obtained, and it is determined by SLAC that the late receipt was due solely to delay in the mails, or delay by the common carrier, for which the Offeror was not responsible or (2) if submitted by U.S. Postal Service mail or common carrier, it is determined that the late receipt was due solely to mishandling by SLAC after receipt at the SLAC installation, provided that timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt (if readily available) within the control of such installation or the post office serving it or (3) it is by SLAC's sole determination that to accept the proposal is in the best interest of SLAC.

The Offerors using U.S. Postal Service registered or certified mail or a common carrier are cautioned to obtain a Receipt for Registered/Certified Mail or a receipt from the common carrier showing a legible, dated postmark or ship date and to retain such receipt against the chance that it will be required as evidence that a late proposal was timely mailed or sent via common carrier.

The time of sending of proposals submitted by registered/certified mail or common carrier shall be deemed to be the last minute of the date shown in the postmark of the

registered/certified mail receipt or registered mail wrapper or on the Receipt for Certified Mail or on the receipt from the common carrier, unless the Offeror furnishes evidence from the post office station of mailing or common carrier, which establishes an earlier time than the last minute of the date shown. In the case of Certified Mail, the only acceptable evidence is as follows: (1) where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the Offeror which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink of the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date the proposal shall not be considered.

G. WITHDRAWALS OF PROPOSALS

Proposals may be withdrawn by written original letter or email, addressed as instructed for the proposal, and received from the Offerors prior to award.

H. AMENDMENT

The right is reserved, as the interests of SLAC may require, to revise or amend the solicitation documents and drawings prior to the due date set for submission of proposals. Such revisions and amendments, if any, will be announced on an "Amendment of Solicitation/Subcontract Modification" form. Copies of such amendment as may be issued will be furnished to all prospective Offerors. If the revisions and amendments are of a nature which requires material changes in quantities or proposal prices or both, the date set for submission of proposals may be postponed by such number of days, as in the opinion of SLAC will enable the Offerors to develop their proposals. In such case, the Amendment of Solicitation/Subcontract Modification form will include an announcement of the new due date for receipt of proposals.

I. EXPLANATION TO OFFERORS

Any explanation desired by an Offeror regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach the Offeror before the due date for submission of proposals. Oral clarification of requirements or instructions provided by SLAC before the award of the Subcontract will not be binding. Questions containing Offeror's non-proprietary information and corresponding clarifications will be shared with all Offerors.

J. TAXES

Attention of Offerors and their prospective Sub-subcontractors is directed to the Article titled "Federal, State and Local Taxes" of the General Terms and Conditions and to the California State Board of Equalization Regulations relating to sales of machinery and equipment for delivery under construction contracts with the United States government. However, responsibility for determination of the applicability of California State Board of Equalization Regulations shall rest solely with the Offeror, and no representation or guarantee either expressed or implied is made by the Government or SLAC hereunder as to the application thereof. SLAC will not reimburse Offeror for taxes as a separate line item.

K. SPECIFIED PRODUCT AVAILABILITY

Where the Technical Specifications, Statement of Work, or Drawings list a specific product, the Offerors may assume that the product is commercially available; however, availability within the required performance period may require payment, by the

successful Subcontractor at no additional cost to SLAC, of premiums for expediting production or shipment. The Offerors are cautioned to confirm not only product prices but costs associated with timely acquisition of the product as required to meet performance period requirements. The Offerors are required to notify the University Procurement Specialist prior to the proposal due date of any obvious product unavailability.

L. SPECIFIED PRODUCT OR METHOD COMPATIBILITY

Where the Technical Specifications, Statement of Work, or Drawings list a specific product or method, the Offerors may assume that the product or method is compatible with other requirements of the Subcontract. The Offerors are required to notify the University Procurement Specialist prior to the date set for receipt of proposals of any obvious incompatibility between a specified product or method and other requirements of the Subcontract.

M. EXCEPTIONS TO UNIVERSITY'S STANDARD TERMS AND CONDITIONS, PROVISIONS, AND/OR CLAUSES

Offeror must identify any exceptions to SLAC terms and conditions or exceptions to any other element of the requirements that are a part of this RFP, with their proposal. SLAC will not entertain any exceptions not identified in the proposal submission. Exceptions taken may be cause for rejection of a proposal. Inclusion of any assumptions, clarifications, exclusions, or conditions may be cause for rejection of the proposal as non-responsive.



SECTION L - ATTACHMENT #01
Request for Clarifications
RFP # 273039
Project: Installation Rigging

ITEM #	DATE	DRAWING REF.	QUESTION	REFERRED TO	RESPONSE	DATE
1						
2						
3						
4						
5						
6						
7						
8						
9						

SUPPLY CHAIN MANAGEMENT

Section M – Evaluation Factors for Award**BASIS FOR CONTRACT AWARD**

This is a best value tradeoff source selection conducted in accordance with SLAC Policies, Procedures, and Terms and Conditions. The University will select the best overall offer, based upon an integrated assessment of all the technical and business factors and sub-factors including price with technical evaluation factors and sub-factors being more important than business factors and sub-factors, including price. Key evaluation factors and sub-factors are listed in descending order of importance for selecting a Subcontractor.

The subcontract may be awarded to the responsible offeror whose proposal conforms to the solicitation's requirements to include all stated terms, conditions, representations, certifications, and all other information required by Section A of this solicitation and is judged, based on the evaluation factors and sub-factors to represent the best value to the University.

The University seeks to award to the offeror who gives the University the greatest confidence that it will best meet, or exceed, the requirements. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors, and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall business approach of the higher price offeror supersedes the cost difference. The SSA will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation (described below).

While the University's source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process. The evaluation process shall proceed as follows:

Offeror is cautioned to submit sufficient information and in the format specified in Section L. Offeror may be asked to clarify certain aspects of their proposal. Communication conducted to resolve minor or clerical errors will not constitute discussions and the procurement specialist reserves the right to award a contract without the opportunity for proposal revision. The University intends to award without discussions with respective Offerors. The University, however, reserves the right to conduct discussions if deemed in its best interest.

The University intends to purchase support services for rigging and moving of cryomodules from truck delivery at SLAC to their operational position in the Linac tunnel. Services include: Planning, Rigging Dolly Design/Fabrication, Rigging Labor, and Tunnel Rail System Design/Installation, meeting the requirements of the Statement of Work (SOW) "LCLS II Installation Rigging (LCLSII-2.4-SW-0877-R2)".

Rejection of Unrealistic Offers:

The University may reject any proposal that is evaluated to be unrealistic in terms of program commitments, contract terms and conditions, or unrealistically high or low in cost when

compared to the University's estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

Correction Potential of Proposals:

The University will consider, throughout the evaluation, the "correction potential" of any deficiency or uncertainty. The judgment of such "correction potential" is within the sole discretion of the University. If an aspect of an Offeror's proposal does not meet the University's requirements and is not considered correctable, the Offeror may be eliminated.

EVALUATION FACTORS

Key evaluation factors and sub-factors are listed in descending order of importance for selecting a Subcontractor. The University will select the best overall offer, based upon an integrated assessment of all the technical factors and sub-factors, and business factors and sub-factors, including price. Technical evaluation factors and sub-factors are more important than business factors and sub-factors, including price.

This action requires a degree of technical, personnel and managerial capability, capacity, experience, and management excellence. This selection process will involve submittal of a Technical Proposal (Volume One) and a submittal of a Business Proposal (Volume Two). After initial evaluation of the Technical and Business Proposals, the University may establish a competitive range, and conduct interviews with offerors who are within the competitive range. Further instructions on the interviews will be provided to the offerors after the competitive range is established.

The following evaluation factors and sub-factors will be used to evaluate each proposal. Award will be made to the offeror(s) proposing the combination most advantageous to the University based upon the evaluation factors and sub-factors as described in instructions in Section L and the criteria of the evaluation factors in Section M.

TECHNICAL FACTORS

1. Ability to meet technical requirements.

The Offeror's data package will be evaluated to confirm that it demonstrates the Offeror's ability to plan, design, manufacture and install cryomodule installation specifications set out in the Statement of Work. The data package items shall be evaluated as follows:

- 1.1 The University will evaluate the Offeror's ability to perform work detailed in Section 2 of the SOW.
- 1.2 The University will evaluate the Offeror's ability to perform work detailed in Section 3 of the SOW.
- 1.3 The University will evaluate the Offeror's ability to perform work detailed in Section 4 of the SOW.
- 1.4 The University will evaluate the Offeror's ability to perform work detailed in Section 5 of the SOW.
- 1.5 The University will evaluate the Offeror's ability to perform work detailed in Section 6 of the SOW.
- 1.6 The University will evaluate the Offeror's ability to perform work detailed in Section 7 of the SOW.

2. Schedule and Delivery Date.

The Offeror will be evaluated on how its submitted schedule - which includes a breakdown of work, manufacturing, procurement of long lead equipment, and activities such as inspection and test - meets the University's project schedule for final delivery or provides an acceptable alternative.

3. Manufacturing capabilities and capacity (including lower-tier subcontractors).

The Offeror's plan will be evaluated to confirm the Offeror's planned resources and project management support are adequate to deliver the deliver the rigging installation equipment and labor.

4. Past Performance.

The University will evaluate the Offeror's documentation of prior design, manufacturing and rigging for at least 2 similar/comparable installations with parameters as close to the specifications in the attached SOW as possible, and delivered in a quantity and on a schedule closest to the quantity and scheduled as specified in the attached SOW, Offerors with no relevant past or present performance history shall receive the rating "Unknown Confidence".

5. Safety.

Subcontractor shall have an EMR rate of 1.0 or less for past three years. Offeror will be evaluated on EMR using the meet or does not meet criteria.

6. Licenses/Certifications.

Offeror's key personnel and their qualifications applicable to this Subcontract will be evaluated. Qualified crane operators must have a NCCCO license or equivalent. Riggers must possess a recognized degree, certificate, or professional standing, or have extensive knowledge, training, and experience, and can successfully demonstrate the ability to solve problems related to rigging loads.

Forklift operators must possess a current operator's certificate for the size and capacity of the equipment they will operate, or have extensive knowledge, training, and experience, and can successfully demonstrate the ability to solve problems related to forklift operations.

All trucks shall be suitable for the road and drivers shall be licensed appropriately for vehicles they are driving.

Subcontractor Safety Qualification Form also required to be completed with RFP.

Offeror will be evaluated on relevant qualifications using the meet or does not meet criteria.

BUSINESS FACTORS

7. Financial.

7.1 Offeror's Dun and Bradstreet report (not more than 6 months old) will be evaluated to assess risk level, lien status, claims status, and credit status per the Data Depth Indicator (AG), and overall performance rating of 3 stars.

8. Price.

Offeror's price proposals will be evaluated as set forth below:

8.1 RFP Section A will be evaluated for its completeness and acknowledgement of issued addendums, if any.

8.2 RFP Section B (Supplies or Services and Prices) will be evaluated against SLAC's Cost Estimate and/or the other proposals for its completeness, reasonableness, and realism.

8.3 RFP Section F (Delivery/Performance) will be evaluated for compliance with the specified RFP delivery dates for all line items.

9. Contractual documentation.

The Offeror's contractual documentation will be evaluated based on its completeness and the complete submission of all the required documents. Where the RFP includes a SLAC form for submission of data, the Offeror shall use that form for submitting the required data, as appropriate.

9.1 The Offeror's submitted documents to this RFP including, but not limited to: Sections A, B, J, K, and those contained in Section L, will be evaluated for completeness, signatures and acknowledgment.

EVALUATION METHOD

The focus of the proposal evaluation and selection process will be to identify the individual proposal strengths, weaknesses, deficiencies and omissions. The evaluation will analyze each offeror's resources that are available to perform under the contract, how those resources will be utilized during contract performance, and their proven ability through demonstrated past experience to satisfy all of the requirements.

Strengths: An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to SLAC during contract performance.

Deficiency: A material failure of a proposal to meet a SLAC requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful Subcontract performance to an unacceptable level.

Weakness: A flaw in the proposal that increases the risk of unsuccessful Subcontract performance. A significant weakness is a flaw in the proposal that appreciably increases the risk of unsuccessful Subcontract performance. All significant weaknesses discovered will be identified to the Offeror during discussions, if conducted, and in any debriefing after award has been made. The Procurement Specialist may not award a Subcontract to any Offeror who fails to correct significant weaknesses that are deemed essential.

The University will evaluate each proposal to include Factor 4 – Past Performance and assign a confidence rating as defined below.

- The procurement specialist shall seek relevant performance information on all offerors based on the past and present efforts provided by the Offeror and data independently obtained from other sources.

- The purpose of the past performance evaluation is to allow the University to assess the offerors ability to perform the effort described in this RFP, based on the offerors demonstrated present and past performance. The assessment process will result in an overall performance confidence assessment of High Confidence, Significant Confidence, Satisfactory Confidence, Unknown Confidence, Little Confidence, or No Confidence. Past performance regarding predecessor companies, key personnel who have relevant experience, or Sub-subcontractors that will perform major or critical aspects of the requirement will be weighted as heavily as past performance information for the principal offeror. The Offerors with no relevant past or present performance history shall receive the rating "Unknown Confidence," meaning the rating is treated neither favorably nor unfavorably.

Confidence Assessment Ratings

High Confidence	Based on the offerors performance record, essentially <u>no doubt</u> exists that the offeror will successfully perform the required effort.
Significant Confidence	Based on the offerors performance record, <u>little doubt</u> exists that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offerors performance record, <u>some doubt</u> exists that the offeror will successfully perform the required effort.
Unknown Confidence	No performance record identifiable.
Little Confidence	Based on the offerors performance record, <u>substantial doubt</u> exists that the offeror will successfully perform the required effort. Changes to the offerors existing processes may be necessary in order to achieve contract requirements.
No Confidence	Based on the offerors performance record, <u>extreme doubt</u> exists that the offeror will successfully perform the required effort.

The University will evaluate each technical and business proposal as described below based on technical and business relevancy factors.

Technical Evaluation: All proposals shall be evaluated utilizing a technical rating based on "Exceeding, Meeting and/or Not Meeting" the technical requirements. Additionally each rating shall include a descriptive statement or comment that will provide a written rationale for the basis of the rating based on overall strengths, weaknesses, value additions, and/or deficiencies in the proposal.

Exceeds Requirements	<u>Outstanding Overall Proposal</u> . The proposal satisfies all of the University's requirements with extensive detail to indicate feasibility of the approach and shows a thorough understanding of the problems and offers numerous significant strengths, which are not offset by weaknesses, with an overall low degree of risk in meeting the University's requirements.
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Meets Requirements	<u>Acceptable Overall Proposal.</u> The proposal satisfies all of the University's requirements with adequate detail to indicate feasibility of the approach and shows an understanding of the problems and offers some significant strengths or numerous minor strengths, which are not offset by weaknesses, with an overall moderate degree of risk in meeting the University's requirements.
Doesn't Meet Requirements	<u>Unacceptable Overall Proposal.</u> The proposal contains minimum detail to indicate feasibility of approach, shows minimal understanding of the project, contains major error(s), omissions(s) or deficiency (ies) or involves a moderate to high risk.

Business Evaluation: The price evaluation will consist of a determination of the reasonableness and realism of the proposed total evaluated price.

Completeness	Price will be evaluated to determine whether the offeror provided sufficient data as required by the solicitation and/or during the evaluation.
Realism	Prices will be evaluated to determine if they are unrealistically high or low in comparison to the Independent Cost Estimate or other offers received.
Reasonableness	Prices will be determined by competition.

The remaining business factor: Contractual documentation. The Offeror's contractual documentation will be evaluated utilizing a business rating based on "Meeting and/or Not Meeting" the business requirements.

Meets Requirements	<u>Acceptable Overall Proposal.</u> The proposal meets the University's requirements for submission of complete and correct documentation, shows a satisfactory level of financial health, and meets the University's incremental funding profile.
Doesn't Meet Requirements	<u>Unacceptable Overall Proposal.</u> The proposal does not meet the University's requirements for submission of complete and correct documentation, shows an unsatisfactory level of financial health, and/or fails to meet the University's incremental funding profile.

Technical Proposals will be evaluated by the Technical Team. Business proposals will be evaluated by the Business and Technical Evaluation Teams as appropriate.

Debriefings

Debriefings will be done at the request of any Offeror wishing to understand the reasons for the University's selection. The discussion shall not include comparisons with the other proposals. The discussion may include an explanation of the evaluation of significant elements in the Offeror's proposal, summary of the rationale for eliminating the Offeror from the competition,

and will assure the Offeror that its proposal was treated fairly, impartially and objectively. The Senior Subcontract Administrator will conduct debriefing(s).